

**Jennifer Wood**  
**Mayor**

**J. Carlos Gomez**  
**Mayor Pro Tem**

**Chuck McGuire**  
**Councilmember**

**Donald Parris**  
**Councilmember**

**Eugene Stump**  
**Councilmember**



## **AGENDA**

### **CITY OF CALIFORNIA CITY CITY COUNCIL**

**Tuesday September 11, 2018**  
**Regular Meeting 6:00 pm**

Council Chambers  
21000 Hacienda Blvd.  
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

**NOTE:** Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting

**LATE COMMUNICATIONS:** Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

September 11, 2018

***\*\*At this time, please take a moment to turn off your cell phones\*\****

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE / INVOCATION**

**ROLL CALL**

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

**ADOPT THE AGENDA**

**CITY CLERK REPORTS / LATE COMMUNICATIONS**

**STAFF ANNOUNCEMENTS / REPORTS**

Police Chief Hurtado – Department Update

Fire Chief David Goodell – Department Update

Public Works Director Platt – Department Update

Budget Analyst Foster – Department Update

Parks Manager Daverin – Parks and Recreation Update

City Manager Stockwell – City Update

AB 1234 – Council Updates

**CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS**

**PUBLIC BUSINESS FROM THE FLOOR** This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

**CONSENT CALENDAR** All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

**CC 1.** Approve City Check Registers dated through 09/06/18

**CC 2.** Adopt “**RESOLUTION NO 09-18-2755 OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AUTHORIZING THE CITY MANAGER OR PUBLIC WORKS DIRECTOR TO EXECUTE THE FEDERAL TRANSPORTATION ACT (FTA) SECTION 5311 OPERATING EXPENSE ASSISTANCE GRANT AND TITLE VI ASSURANCE AND URBAN MASS TRANSPORTATION CIVIL RIGHTS ASSURANCE**” (Housekeeping Item: Change of Executer of Grant)

**CC 3.** Adopt “**RESOLUTION NO 09-18-2756 OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING THE REIMBURSABLE LETTER OF AGREEMENT BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL AND THE CITY OF CALIFORNIA CITY**”

**CC 4.** Planning Commission Appointments (Upon approval, City Clerk Hilliker will administer the oath of Office)

## **PUBLIC HEARING**

**PH 1.** A Mitigated Negative Declaration of Environmental Impacts for a 10-acre parcel located on Yerba Boulevard, east of California City Municipal Airport, bearing assessor's parcel number or APN: 302-271-37 and a Proposed Development Agreement with EGH Holdings, LLC relative to the development of a cannabis business and distribution project located north of Lindbergh Boulevard and east of Yerba Boulevard bearing APN 302-271-37 – Public Works Director Platt

### **PUBLIC HEARING PROCEDURE**

- A. Mayor read the item
- B. Mayor reopen the Public Hearing open
- C. Hear staff report
- D. Council questions only
- E. Ask city clerk to report on any communication(s)
- F. Mayor call for public testimony
- G. Close Public Hearing by motion
- H. Council discussion
- I. Council motion and vote

#### Recommendation

Council discuss, take public testimony and

Adopt **“RESOLUTION NO. 09-18-2757 OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING A MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS FOR A 10 ACRE PARCEL LOCATED ON YERBA BOULEVARD, EAST OF CALIFORNIA CITY MUNICIPAL AIRPORT, BEARING ASSESSOR’S PARCEL NUMBER OR APN: 302-271-37”** EGH Holding, LLC and

Give First Reading, by Title only, with Further Reading waived of **“ORDINANCE NO. 18-766 OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CALIFORNIA CITY AND EGH HOLDING LLC RELATIVE TO THE DEVELOPMENT OF A CANNABIS BUSINESS AND DISTRIBUTION PROJECT LOCATED NORTH OF LINDBERGH BOULEVARD AND EAST OF YERBA BOULEVARD BEARING APN 302-271-37”**

## **NEW BUSINESS**

**NB 1.** Maintenance Worker II Position: California City Housing Corporation / Public Works Facilities and Grounds - Public Works Director Platt

#### Recommendation

Council discuss and approve the Maintenance Worker II position as presented.

**NB 2.** Proposed Purchase of Transport Van – Police Chief Hurtado

#### Recommendation

Council discuss, allow staff to lease a prisoner transport van from Burke Ford, enter into a 4-year lease agreement in the amount of \$8,128.91. Authorize City Manager to sign the agreement, with the option to purchase the van at the end of the lease for \$1.00.

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**NB 3. Proposed Contract Caselle for Financial Services – Budget Analyst Foster**

**Recommendation**

Council discuss and approve the proposed contract with Caselle to perform financial services as presented.

**NB 4. Proposed Reserve Fire Engine Lease – Fire Chief Goodell**

**Recommendation**

Council discuss and authorize the City Manager to negotiate and execute a short-term lease with Southern California Fleet Services for the described Engine for a total of \$22,800.00 in a form approved by the City Attorney.

**COUNCIL AGENDA**

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting or refer an item to staff.

**Councilmember McGuire  
Councilmember Parris  
Councilmember Stump  
Mayor Pro Tem Gomez  
Mayor Wood**

**CLOSED SESSION**

**PUBLIC COMMENTS**

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

**CLOSED SESSION**

**CS 1.** Pursuant to Cal. Gov't Code §54957.6: Conference with Labor Negotiator, City Manager Stockwell– Negotiations; California City Miscellaneous Union  
California City Firefighters Association

**ADJOURNMENT**

**AFFIDAVIT OF POSTING:** This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk



## Report Criteria:

Report type: Invoice detail

Vendor.Vendor Number = {&lt;&gt;} 1039

Bank.Bank Number = 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/18	09/05/2018	101343	Boy Scout Troop #3	Deposit Refund	57770	200.00-	200.00-
Total 101343:							200.00-
08/18	08/24/2018	103090	Tehachapi Window Tinting	Pool House Window Tintin	73	340.00-	340.00-
Total 103090:							340.00-
08/18	08/30/2018	103477	Hayes, Shannon	PerDiem SART Summit	TRAVEL 090618	160.00-	160.00-
Total 103477:							160.00-
08/18	08/24/2018	103494	Tehachapi Window Tinting	Pool House Window Tintin	73	340.00	340.00
Total 103494:							340.00
09/18	09/06/2018	103495	Charter Communications	Police Basic Internet Pro 10	0011143082118	1,304.22	1,304.22
Total 103495:							1,304.22
09/18	09/06/2018	103496	DMV- Renewal	Trailer PTI Renewal	4MY7171 2019	10.00	10.00
Total 103496:							10.00
09/18	09/06/2018	103497	Frontier	PD Fractional T1 Lines	062303-5 082818	246.98	246.98
09/18	09/06/2018	103497	Frontier	PD Landline Service	070174-5 081318	273.51	273.51
09/18	09/06/2018	103497	Frontier	Telephone Service from Ve	081503-5 091819	2,818.09	2,818.09
Total 103497:							3,338.58
09/18	09/06/2018	103498	MuniTemps	Interim Finance Director	128498	6,670.00	6,670.00
09/18	09/06/2018	103498	MuniTemps	Planning Dept Staffing	128589	4,628.25	4,628.25
Total 103498:							11,298.25
09/18	09/06/2018	103499	SoCalGas	Scout Island Gas Service	047 144 4368 8 081	14.40	14.40
09/18	09/06/2018	103499	SoCalGas	TDS Gas Service	101 514 0142 8 081	38.39	38.39
09/18	09/06/2018	103499	SoCalGas	Gas Service	173 738 1691 1 081	346.12	346.12
09/18	09/06/2018	103499	SoCalGas	Arts Center Gas	187 876 2570 8 081	19.62	19.62
Total 103499:							418.53
09/18	09/06/2018	103500	State Controller's Office	Annual Street Audit FY17	FAUD-00001375	2,252.65	2,252.65
Total 103500:							2,252.65
09/18	09/06/2018	103501	Verizon	City Camera Data/Transmi	9812935553	152.22	152.22
Total 103501:							152.22
09/18	09/06/2018	103502	661 Communications	Dispatch Console,CHP Scan	1324	4,028.00	4,028.00
Total 103502:							4,028.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/18	09/06/2018	103503	Amber Chemical, Inc.	Hypochlorite Solution	0351685-IN	291.72	291.72
Total 103503:							291.72
09/18	09/06/2018	103504	American Soccer Company, In	Pee Wee Soccer Uniforms	6527146	943.74	943.74
Total 103504:							943.74
09/18	09/06/2018	103505	American Water Works Asso	AAWA Annual Membership	00067202 2018-201	420.00	420.00
Total 103505:							420.00
09/18	09/06/2018	103506	AmeriPride	Uniform Maintenance	2100704493	192.06	192.06
09/18	09/06/2018	103506	AmeriPride	Uniform Maintenance	2100706160	193.06	193.06
Total 103506:							385.12
09/18	09/06/2018	103507	Antelope Valley Chevrolet	Unit 3010 Post Pursuit Insp	155300	423.12	423.12
Total 103507:							423.12
09/18	09/06/2018	103508	Borton Petrini LLP	Aries. R Case CC 038	662230	194.05	194.05
Total 103508:							194.05
09/18	09/06/2018	103509	Chief Supply Corporation, Inc	Credit Memo for Invoice 47	3152	64.48-	64.48-
09/18	09/06/2018	103509	Chief Supply Corporation, Inc	Body Armor A/C Devices	66454	121.98	121.98
09/18	09/06/2018	103509	Chief Supply Corporation, Inc	Lock Mount Lights	66473	359.96	359.96
09/18	09/06/2018	103509	Chief Supply Corporation, Inc	Reserve Uniform Schultheis	69438	302.96	302.96
Total 103509:							720.42
09/18	09/06/2018	103510	Creative Bus Sales, Inc	Unit 105 Bus Repair parts	1332480	1,569.32	1,569.32
Total 103510:							1,569.32
09/18	09/06/2018	103511	Cummins Sales and Service	WWTP Vehicle Maintenanc	Y8-65975	1,546.00	1,546.00
Total 103511:							1,546.00
09/18	09/06/2018	103512	De Lage Landen, Inc	PD Copier Lease	60372663	208.07	208.07
Total 103512:							208.07
09/18	09/06/2018	103513	Dennis Automotive	Unit 385 Service	18449	40.00	40.00
09/18	09/06/2018	103513	Dennis Automotive	Unit 3005 Repairs	18574	484.00	484.00
09/18	09/06/2018	103513	Dennis Automotive	Unit 329 Replace Rear Axle	18577	504.00	504.00
09/18	09/06/2018	103513	Dennis Automotive	Unit 411 Smog	23328	51.75	51.75
09/18	09/06/2018	103513	Dennis Automotive	Unit 126 Smog	23335	51.75	51.75
09/18	09/06/2018	103513	Dennis Automotive	Unit 120 Smog	23336	51.75	51.75
09/18	09/06/2018	103513	Dennis Automotive	Unit 121 Smog	23337	51.75	51.75
Total 103513:							1,235.00
09/18	09/06/2018	103514	Diamond Finish Mobile Wash	Mobile Car Wash	121	180.00	180.00
Total 103514:							180.00
09/18	09/06/2018	103515	Ennis Paint, Inc.	Street Paint	358054	1,072.50	1,072.50

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/18	09/06/2018	103515	Ennis Paint, Inc.	Street Paint	358187	643.50	643.50
Total 103515:							1,716.00
09/18	09/06/2018	103516	Entenmann-Rovin Company	Badge Refurbish	0137714-IN	83.18	83.18
09/18	09/06/2018	103516	Entenmann-Rovin Company	Refurbish Badge	0138140-IN	83.18	83.18
Total 103516:							166.36
09/18	09/06/2018	103517	Fed Ex	Express Mail to Attorney	6-214-82999	57.00	57.00
09/18	09/06/2018	103517	Fed Ex	Priority Mailings	6-278-62561	107.83	107.83
09/18	09/06/2018	103517	Fed Ex	Shipping Charge for Radar	6-278-66067	101.56	101.56
09/18	09/06/2018	103517	Fed Ex	WWTP Samples Mailing	6-286-81405	107.76	107.76
Total 103517:							374.15
09/18	09/06/2018	103518	Ferguson Waterworks	Inventory	0645398	8,808.72	8,808.72
09/18	09/06/2018	103518	Ferguson Waterworks	Inventory	0645478	1,049.14	1,049.14
09/18	09/06/2018	103518	Ferguson Waterworks	Install Main, Poppy & North	0646703	1,011.34	1,011.34
09/18	09/06/2018	103518	Ferguson Waterworks	Install Main, Poppy & North	0646706	1,296.91	1,296.91
09/18	09/06/2018	103518	Ferguson Waterworks	Inventory	CM052094	1,049.14	1,049.14
Total 103518:							11,116.97
09/18	09/06/2018	103519	Full Spectrum, Inc.	Well SCADA Work/Progra	20180904	1,282.50	1,282.50
Total 103519:							1,282.50
09/18	09/06/2018	103520	General Office Machine Co	PD Meter Reading for Copie	13413	287.40	287.40
Total 103520:							287.40
09/18	09/06/2018	103521	Globalstar	Annual Contract Satellite P	1000000009609752	2,610.62	2,610.62
Total 103521:							2,610.62
09/18	09/06/2018	103522	Great America Financial	PW Copier Lease	23232651	950.31	950.31
Total 103522:							950.31
09/18	09/06/2018	103523	Gsolutionz Inc	Monthly Support	181693	788.00	788.00
Total 103523:							788.00
09/18	09/06/2018	103524	Hall Letter Shop, Inc	Parcel Tax Postcards	16681	5,730.20	5,730.20
Total 103524:							5,730.20
09/18	09/06/2018	103525	Helt Engineering, Inc	Rands Mojave Rehab 1540	18-326	8,630.00	8,630.00
09/18	09/06/2018	103525	Helt Engineering, Inc	Balsitis ADA Restrooms 17	18-327	2,164.49	2,164.49
09/18	09/06/2018	103525	Helt Engineering, Inc	Systemic Safety Analysis Rp	18-328	5,270.00	5,270.00
09/18	09/06/2018	103525	Helt Engineering, Inc	Rands Mojave Rehab 1540	18-335	12,083.94	12,083.94
09/18	09/06/2018	103525	Helt Engineering, Inc	PTMISEA Semi Annual Rep	18-336	407.50	407.50
09/18	09/06/2018	103525	Helt Engineering, Inc	Plan Check SDR 17-102/LM	18-337	1,000.00	1,000.00
09/18	09/06/2018	103525	Helt Engineering, Inc	Plan Check SDR 18-02/LM	18-338	1,000.00	1,000.00
09/18	09/06/2018	103525	Helt Engineering, Inc	Plan Check SDR 18-20 184	18-339	1,000.00	1,000.00
09/18	09/06/2018	103525	Helt Engineering, Inc	Systemic Safety Analysis Rp	18-340	1,952.50	1,952.50
09/18	09/06/2018	103525	Helt Engineering, Inc	DAC Funded Project Souths	18-341	17,402.50	17,402.50

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 103525:							50,910.93
09/18	09/06/2018	103526	Hemme Hay & Feed Inc.	Alfalfa Hay and Chicken Scr	081518	225.38	225.38
Total 103526:							225.38
09/18	09/06/2018	103527	Hiro's Tranmission	Unit 244 Repair	1043342	2,093.34	2,093.34
Total 103527:							2,093.34
09/18	09/06/2018	103528	Home Depot Credit Services	City Hall Lights and Connec	1574834	237.64	237.64
Total 103528:							237.64
09/18	09/06/2018	103529	Interon LLC	Wireless Point	3170	145.13	145.13
09/18	09/06/2018	103529	Interon LLC	3G Switch	3173	87.61	87.61
09/18	09/06/2018	103529	Interon LLC	Program BearCat Scanners	3177	120.00	120.00
Total 103529:							352.74
09/18	09/06/2018	103530	Jensma, Christopher Riuss	Uniform Allowance 2018-2	UNIFORM 2018/19	600.00	600.00
Total 103530:							600.00
09/18	09/06/2018	103531	Kern County Chief Law Enforc	2018-19 Membership Dues	18106	100.00	100.00
Total 103531:							100.00
09/18	09/06/2018	103532	Kieffe & Sons Ford	Unit 329 Rear Axle Assemb	29025	1,874.73	1,874.73
09/18	09/06/2018	103532	Kieffe & Sons Ford	Unit 326 Maintenance	35812	679.37	679.37
09/18	09/06/2018	103532	Kieffe & Sons Ford	Unit 3008 Repairs	35973	1,039.26	1,039.26
Total 103532:							3,593.36
09/18	09/06/2018	103533	Leslies Pool Supplies	Pool Regulatory Signs & Cle	129-002-4246	347.14	347.14
Total 103533:							347.14
09/18	09/06/2018	103534	M&M's Sports, Uniforms And	Code Enf Uniform Embroid	42230	223.04	223.04
09/18	09/06/2018	103534	M&M's Sports, Uniforms And	Uniform Shirts-New Staff &	42257	253.80	253.80
Total 103534:							476.84
09/18	09/06/2018	103535	Mamula, Christopher	Annual Boot Allowance	BOOT 18/19	200.00	200.00
Total 103535:							200.00
09/18	09/06/2018	103536	Martha's Cleaning Service	PD Monthly Cleaning Sep 2	1683	400.00	400.00
Total 103536:							400.00
09/18	09/06/2018	103537	Martin & Chapman	Special Election Final Paym	2018426	45,471.17	45,471.17
Total 103537:							45,471.17
09/18	09/06/2018	103538	McMaster Carr	WWTP Building Maint Part	71117603	70.04	70.04



GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 103538:							70.04
09/18	09/06/2018	103539	Mission Uniform Service	Laundry Service PD	508052980	49.95	49.95
09/18	09/06/2018	103539	Mission Uniform Service	Laundry Service PD	508100329	49.95	49.95
Total 103539:							99.90
09/18	09/06/2018	103540	Mojave Desert News	Legal Notices Planning 8/1	51183	547.50	547.50
Total 103540:							547.50
09/18	09/06/2018	103541	Norm Hill Aviation	Airport Internet Sep 2018	3205	50.00	50.00
09/18	09/06/2018	103541	Norm Hill Aviation	ACO Internet Sep 2018	3206	50.00	50.00
Total 103541:							100.00
09/18	09/06/2018	103542	Office Depot	PD Office Supplies	179969827001	64.34	64.34
09/18	09/06/2018	103542	Office Depot	PD Office Supplies	181786022001	370.61	370.61
09/18	09/06/2018	103542	Office Depot	PD Office Supplies	181786611001	9.46	9.46
09/18	09/06/2018	103542	Office Depot	PD Office Supplies	186525984001	56.63	56.63
09/18	09/06/2018	103542	Office Depot	PD Office Supplies	190088927001	173.29	173.29
09/18	09/06/2018	103542	Office Depot	City Hall Restroom Supplie	192909874001	220.19	220.19
Total 103542:							894.52
09/18	09/06/2018	103543	PDA Enterprise	TDS Concession Mdse	1001-X	59.40	59.40
Total 103543:							59.40
09/18	09/06/2018	103544	Praxair Distribution Inc	Air Cylinder Rentals	84663815	124.20	124.20
Total 103544:							124.20
09/18	09/06/2018	103545	Preferred Towing	Towing Chevy Equinox	16961	551.20	551.20
09/18	09/06/2018	103545	Preferred Towing	Towing Chevy Equinox	17041	508.00	508.00
09/18	09/06/2018	103545	Preferred Towing	Unit 3005 Tow	17061	61.60	61.60
Total 103545:							1,120.80
09/18	09/06/2018	103546	Quinn Company	Annual Generator Load Ban	WON60007661	1,675.74	1,675.74
09/18	09/06/2018	103546	Quinn Company	Annual Generator Service P	WON60007663	1,431.44	1,431.44
Total 103546:							3,107.18
09/18	09/06/2018	103547	Rally Auto Group	Unit 472 Repair and Inspec	721113	429.84	429.84
Total 103547:							429.84
09/18	09/06/2018	103548	Reliable Air Condit. & Heating	Little League Snack Bar Coo	18652	1,620.00	1,620.00
Total 103548:							1,620.00
09/18	09/06/2018	103549	Robertson's	Install Main, Poppy & North	291780	549.28	549.28
09/18	09/06/2018	103549	Robertson's	Install Main, Poppy & North	292710	469.97	469.97
Total 103549:							1,019.25
09/18	09/06/2018	103550	Robinson, Aaron	Annual Boot Allowance	BOOT 18/19	200.00	200.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 103550:							200.00
09/18	09/06/2018	103551	RSI Petroleum	OHV Law Enforcement Fuel	1071639	674.64	674.64
09/18	09/06/2018	103551	RSI Petroleum	Fuel PD	1071640	3,371.55	3,371.55
09/18	09/06/2018	103551	RSI Petroleum	PW Fuel 08/15/18	1071641	2,945.93	2,945.93
09/18	09/06/2018	103551	RSI Petroleum	AC Fuel	1071642	245.94	245.94
09/18	09/06/2018	103551	RSI Petroleum	Fuel DIRT	1071643	943.84	943.84
09/18	09/06/2018	103551	RSI Petroleum	PW Fuel 08/15/18	1071644	1,229.89	1,229.89
09/18	09/06/2018	103551	RSI Petroleum	PW Fuel 08/15/18	1071645	1,343.35	1,343.35
09/18	09/06/2018	103551	RSI Petroleum	Parks Fuel	1071666	51.64	51.64
09/18	09/06/2018	103551	RSI Petroleum	City Manager Fuel	1071673	74.17	74.17
09/18	09/06/2018	103551	RSI Petroleum	PW Fuel 08/15/18	1071688	296.24	296.24
09/18	09/06/2018	103551	RSI Petroleum	PW Fuel 08/15/18	1071689	128.40	128.40
09/18	09/06/2018	103551	RSI Petroleum	PW Fuel 08/15/18	1071697	248.97	248.97
09/18	09/06/2018	103551	RSI Petroleum	PW Fuel 08/15/18	1071704	87.10	87.10
Total 103551:							11,641.66
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 397 Tire Service	33512	85.00	85.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 3007 Tire Service	34038	74.00	74.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 3012 Tire Service	34041	33.50	33.50
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 329 Tire Service	34044	85.00	85.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 385 Tire Service	34052	52.00	52.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 307 Tire Service	34064	41.00	41.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 3006 Tire Service	34079	10.00	10.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 3008 Tire Service	34088	10.00	10.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 306 Tire Service	34089	20.50	20.50
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 321 Tire Service	34090	15.00	15.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 3008 Tire Service	34098	30.00	30.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 321 Tire Service	34112	24.00	24.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 321 Tire Service	34123	10.00	10.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 321 Tire Service	34131	74.00	74.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 311 Tire Service	34137	41.00	41.00
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 315 Tire Service	34175	61.50	61.50
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Unit 121 Tire Replacement	34247	651.11	651.11
09/18	09/06/2018	103552	S.C. Friends Tire Inc.	Tires	34249	5,407.29	5,407.29
Total 103552:							6,724.90
09/18	09/06/2018	103553	Southern California Fleet Serv,	ME19 Repairs	RV849349	927.19	927.19
Total 103553:							927.19
09/18	09/06/2018	103554	Sparkletts	Water WWTP	4687417 081018	46.02	46.02
Total 103554:							46.02
09/18	09/06/2018	103555	Srijaerajah, T, Md	DMV Medical Meza	08012018	200.00	200.00
Total 103555:							200.00
09/18	09/06/2018	103556	Staples Advantage	City Hall Trash Can Liners	1620839038	53.94	53.94
Total 103556:							53.94
09/18	09/06/2018	103557	Statewide Safety & Signs	Number Signs for Permits	12008091	902.60	902.60

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 103557:							902.60
09/18	09/06/2018	103558	Stockwell, Robert	CM Office Renovation Mate	160656	164.93	164.93
Total 103558:							164.93
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24026	30.00	30.00
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24027	30.00	30.00
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24028	30.00	30.00
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24029	555.00	555.00
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24030	600.00	600.00
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24031	600.00	600.00
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24032	175.00	175.00
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24033	175.00	175.00
09/18	09/06/2018	103559	Thugs to Bugs Pest Control	Pest Control	24034	175.00	175.00
Total 103559:							2,370.00
09/18	09/06/2018	103560	Toyota of Lancaster	Unit 120 Repair	114509	300.00	300.00
Total 103560:							300.00
09/18	09/06/2018	103561	UPS	Fire Dept Shipping Services	0000Y0573V358	43.58	43.58
Total 103561:							43.58
09/18	09/06/2018	103562	Waste Management	Port-o-Let Service TDS	0005365-4808-4	380.36	380.36
09/18	09/06/2018	103562	Waste Management	Port-o-Let Service Dog Par	0005366-4808-2	89.77	89.77
Total 103562:							470.13
09/18	09/06/2018	103563	Wells Fargo Financial Leasing	Copier Lease	5005042977	733.58	733.58
09/18	09/06/2018	103563	Wells Fargo Financial Leasing	Copier Lease	5005178846	733.58	733.58
09/18	09/06/2018	103563	Wells Fargo Financial Leasing	Copier Overages	5005178847	320.93	320.93
Total 103563:							1,788.09
09/18	09/06/2018	103564	Zee Medical	WWTP First Aid Supplies	34-225563	69.66	69.66
Total 103564:							69.66
09/18	09/06/2018	103565	Zters	Port-A-Potty Service	309308	211.81	211.81
Total 103565:							211.81
09/18	09/06/2018	103566	United Rentals	Equipment Rental Water D	158606205-002	2,727.30	2,727.30
09/18	09/06/2018	103566	United Rentals	Equipment Rental Water D	158606205-003	156.22	156.22
09/18	09/06/2018	103566	United Rentals	Equipment Rental Water D	158621774-002	4,311.04	4,311.04
Total 103566:							7,194.56
09/18	09/06/2018	103567	Julie & Kevin Bell	Deposit Refund	102586.04	4.66	4.66
Total 103567:							4.66
09/18	09/06/2018	103568	Thomas Bilinski	Deposit Refund	104889.05	436.90	436.90

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 103568:							436.90
09/18	09/06/2018	103569	Brandon Hall	Deposit Refund	102015.04	29.56	29.56
Total 103569:							29.56
09/18	09/06/2018	103570	Josh Meister/Clearview Real E	Deposit Refund	105756.07	10.69	10.69
Total 103570:							10.69
09/18	09/06/2018	103571	Coldwell Banker/Peggy Mc Ad	Deposit Refund	105963.05	13.10	13.10
Total 103571:							13.10
09/18	09/06/2018	103572	Juan Escudero	Sewer Refund	101435.05	766.53	766.53
Total 103572:							766.53
09/18	09/06/2018	103573	Brian Hemenway	Deposit Refund	105037.06	10.69	10.69
Total 103573:							10.69
09/18	09/06/2018	103574	Henrik Mouradians	Deposit Refund	106054.12	2.25	2.25
Total 103574:							2.25
09/18	09/06/2018	103575	JBL & Assoc-Fred Whitney	Deposit Refund	100911.03	14.20	14.20
09/18	09/06/2018	103575	JBL & Assoc-Fred Whitney	Deposit Refund	100966.09	58.33	58.33
Total 103575:							72.53
09/18	09/06/2018	103576	KB Construction	Construction Trash Deposit	16522	500.00	500.00
Total 103576:							500.00
09/18	09/06/2018	103577	Breeanna Kulkikoff	Deposit Refund	103210.03	71.00	71.00
Total 103577:							71.00
09/18	09/06/2018	103578	Marriott Fence Const	Duplicate Licnese Paid/Ref	3.016652	134.00	134.00
Total 103578:							134.00
09/18	09/06/2018	103579	Ronald Ozaeta	Construction Trash Deposit	16631	500.00	500.00
Total 103579:							500.00
09/18	09/06/2018	103580	Marciano Penaloza	Construction Trash Deposit	16290	500.00	500.00
Total 103580:							500.00
09/18	09/06/2018	103581	Marco Quiroz	Deposit Refund	106072.11	18.52	18.52
Total 103581:							18.52
09/18	09/06/2018	103582	Alicia R Raci	Deposit Refund	102683.09	20.83	20.83

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 103582:							20.83
09/18	09/06/2018	103583	Boy Scout Troop #3	Deposit Refund	57770	200.00	200.00
Total 103583:							200.00
Grand Totals:							206,383.02

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9-6-18Finance Department Cynthia Just

## Report Criteria:

Report type: Invoice detail

Vendor.Vendor Number = {&lt;&gt;} 1039

Bank.Bank Number = 1





**RESOLUTION NO. 09-18-2755**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALIFORNIA CITY AUTHORIZING THE CITY MANAGER OR PUBLIC  
WORKS DIRECTOR TO EXECUTE THE FEDERAL TRANSPORTATION  
ACT (FTA) SECTION 5311 OPERATING EXPENSE ASSISTANCE GRANT  
AND TITLE VI ASSURANCE AND URBAN MASS TRANSPORTATION  
CIVIL RIGHTS ASSURANCE**

**BE IT RESOLVED** by the City Council of the City of California City that the City Manager or Public Works Director is authorized to execute the FTA Section 5311 Operating Expense Assistance Grant Agreement for and on behalf of the City of California City to be used for the operation of the Dial-A-Ride system; and the Standard DOT Title VI Assurance and Urban Mass Transportation Civil Rights Assurance.

**PASSED, APPROVED AND ADOPTED** on the 11<sup>th</sup> day of September 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mayor, Jennifer Wood

ATTEST:

\_\_\_\_\_  
Denise Hilliker, City Clerk

(SEAL)



**RESOLUTION NO. 09-18-2756**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALIFORNIA CITY APPROVING THE REIMBURSABLE LETTER OF AGREEMENT  
BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL AND THE CITY OF  
CALIFORNIA CITY**

**WHEREAS**, the City Council of the City of California City authorizes the City Manager to execute the Reimbursable Letter of Agreement between the State of California, acting by and through the Department of California Highway Patrol and the City of California City for reimbursable services that are to be provided by the California Highway Patrol when augmentation of traffic law enforcement, high visibility patrol, and secondary back-up law enforcement calls.

**PASSED, APPROVED AND ADOPTED** on the 11<sup>th</sup> day of September 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Jennifer Wood, Mayor

\_\_\_\_\_  
Denise Hilliker, City Clerk

**THIS AGREEMENT**, Reimbursable Services Control Log # R18-830-0059 made and entered into this 21st day of August, 2018, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and City of California City, hereinafter called City of California City.

**WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.**

1. Reimbursable services are to be provided when ☒ traffic control ☐ security services ☐ vehicle inspections  
☐ other details for \_\_\_\_\_  
are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the  
Augmentation of traffic law enforcement services, high visibility patrol, and secondary back-up for law enforcement calls.
2. The term of this Agreement will be 08/22/2018 to 09/22/2018.
3. The CHP coordinator shall be Sergeant D. Dotson, telephone number (661) 823-5500.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. City of California City agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.  
City of California City agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. City of California City shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from City of California City thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8. City of California City agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, City of California City agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.  
City of California City will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. City of California City agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) **cannot be notified** of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

11. City of California City agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is **notified** of such cancellation, City of California City will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and City of California City will be charged at the current sergeant's pay. In the event of a rate increase, City of California City agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, City of California City agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to City of California City shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	<u>8.00</u>	hrs.	@	\$ <u>110.03</u>	\$ <u>880.24</u>
Officer:	<u>96.00</u>	hrs.	@	\$ <u>90.45</u>	\$ <u>8,683.20</u>
Vehicle mileage:	<u>1,800</u>	miles	@	\$ <u>0.83</u>	\$ <u>1,494.00</u>
Motorcycle mileage:		miles	@	\$ _____	\$ _____
Other expenses:					\$ _____

Total estimated cost: \$ 11,057.44

**Note:** If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. COLLECTION OF ADVANCE DEPOSIT FOR A MOTION PICTURE/FILM.

A form of advance deposit shall be required before services can be performed. The advance deposit shall be made by the requesting party and hand delivered directly to the Statewide Film Media Relations Officer (FMRO) or to the on-scene command officer in-charge. The FMRO or on-scene command officer in-charge will approve, complete a CHP 230, Transmittal Record, and forward the advance deposit to FMS, RSU.

- a. Amount of deposit collected: \$ \_\_\_\_\_
- b. Check number: \_\_\_\_\_
- c. Cash receipt number: \_\_\_\_\_
- d. Federal Tax Identification Number: \_\_\_\_\_

**WITNESSETH:** By and in consideration of the covenants and conditions herein contained,  
City of California City and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA  
 Department of California Highway Patrol

REQUESTOR'S NAME

08/29/2018  
 Commander Signature Date

John Williams  
 Printed Name

Lieutenant  
 Title

830  
 Location Code

08/29/2018  
 Signature Date

Robert Stockwell  
 Printed Name

City Manager  
 Title

21000 Hacienda Boulevard  
 Address

California City CA 93505  
 City State Zip Code

(760) 373-7170  
 Telephone Number

For use by City/County Clerk, if applicable	
Approved as to form by	Date



## **CITY COUNCIL**

September 11, 2018

**TO:** City Council

**FROM:** Mayor Wood

**SUBJECT:** Appointment of Planning Commissioners

### **BACKGROUND**

There has been one vacancy on the Planning Commission since the resignation of Samuel Pope. Since then, two other positions have come up for review/renewal.

On Wednesday September 5, 2018, six citizens of California City were interviewed for three seats on the Planning Commission.

### **RECOMMENDATION**

With Council's approval and after serious consideration, I submit the following individuals to fill these positions:

Wendell B. Wall (Letter of Intent attached)

Ron Hogan (returning member)

Don Trumble (returning member)

All three Commissioners will have a service expiration date of September 8, 2020.

Request that all three be sworn in this evening, if approved, directly after the Consent Calendar approval. Each of the Planning Commissioners should be provided Brown Act training and any other procedural instructions as soon as possible after their appointment.

In 2019 all commissioners should be afforded the opportunity to attend the Planning Commissioner's Academy scheduled to be held in Long Beach March 6 – 9, 2019. That will provide them with additional training and information to help them in the performance of their duties. This academy provides a fundamentals/basic track for commissioners and seasoned professionals to learn about major planning and land use issues facing cities.

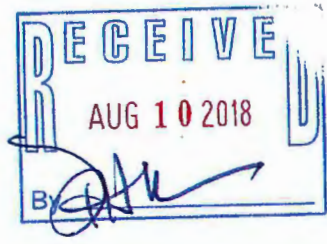
### **FISCAL IMPACT**

Planning Commissioners shall receive \$50.00 for each meeting of the Planning Commission attended up to a maximum of 2 (2) meetings in a calendar month. If approved by the Council, Commissioners may also receive reimbursement for reasonable travel and other expenses incurred while on City business.

Wendell B. Wall  
9932 Sandtrap Ct  
California City CA, 93505  
( 760) 338 - 3068

LA 11/19 2:03 8/28

10 AM



**Planning Commission Letter of Intent**

Dear Mayor Wood

August 9, 2018

Hello, I am Wendell B. Wall and I'm interested in being a member of the California City Planning Commission and ask that you consider me for one of the current open seats. I am new to the City of California City of about one month. I am a registered voter here in the city and have a great desire to serve my community.

---

As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our city. I have a Bachelor Degree in Political Science and Masters Degree in Public Administration with a concentration in Public Management and Leadership; also I have many years of experience working in local governments in which I have some knowledge of planning, zoning, ordinances and resolutions. I am also a great team member.

What has piqued my interest in seeking appointment to the Planning Commission is my deep desire to serve the city. This is where I live and serving on the planning commission will allow me the opportunity to learn and grow with the city while providing the support to the Mayor, and City Council to keep the city growing. With measure C recently passing, my vision views nothing but positivity in achieving the city goals and objectives in the continuation of building a great community.

I respectfully request your support in being appointed to the California City Planning Commission.

I would be happy to meet with you to answer any questions you may have.

Thank you for your consideration.

Sincerely,

Wendell B. Wall

## CITY COUNCIL

September 11, 2018

**TO:** Mayor and Council

**FROM:** Craig Platt, Public Works Director

**SUBJECT:** Public Hearing to consider adopting a Mitigated Negative Declaration of Environmental Impacts and approval of a Development Agreement between the City of California City and EHG Holding, LLC for a 10-acre cannabis facility to be located on Yerba Blvd; APN 302-271-37, in the City of California City

---

### **BACKGROUND:**

**Applicant:** EGH Holding LLC, CEO - Michael Ellison

### **RECOMMENDATION:**

City Council review and consider approval of the following:

1. **RESOLUTION No. 09-18-2757 adopting a Mitigated Negative Declaration of Environmental Impacts for a 10 Acre Parcel located on Yerba Boulevard, East of California City Municipal Airport, APN # 302-271-37**
2. **ORDINANCE No.18-767 adopting a Development Agreement with EGH Holding LLC and the City of California City**

#### **A. General Location:**

The 10.0-acre vacant land is located on Yerba Boulevard, East of California City Municipal Airport, bearing Assessor's Parcel Number or APN: 302-271-37 in Section 15, Township 32, Range 37, Latitude 35.1489, Longitude -118.0013 in the City of California City, County of Kern, CA 93505. The property lies within the project area of the 1988-2028 City of California City Redevelopment Plan and Project Area Environmental Impact Report (EIR) (SCH #871109128). The subject property also lies in planning sub-area 2 of the California City General Plan 2009-2028.

**A. Existing Zoning & General Plan Designation:** (M1) - Light Industrial and Research

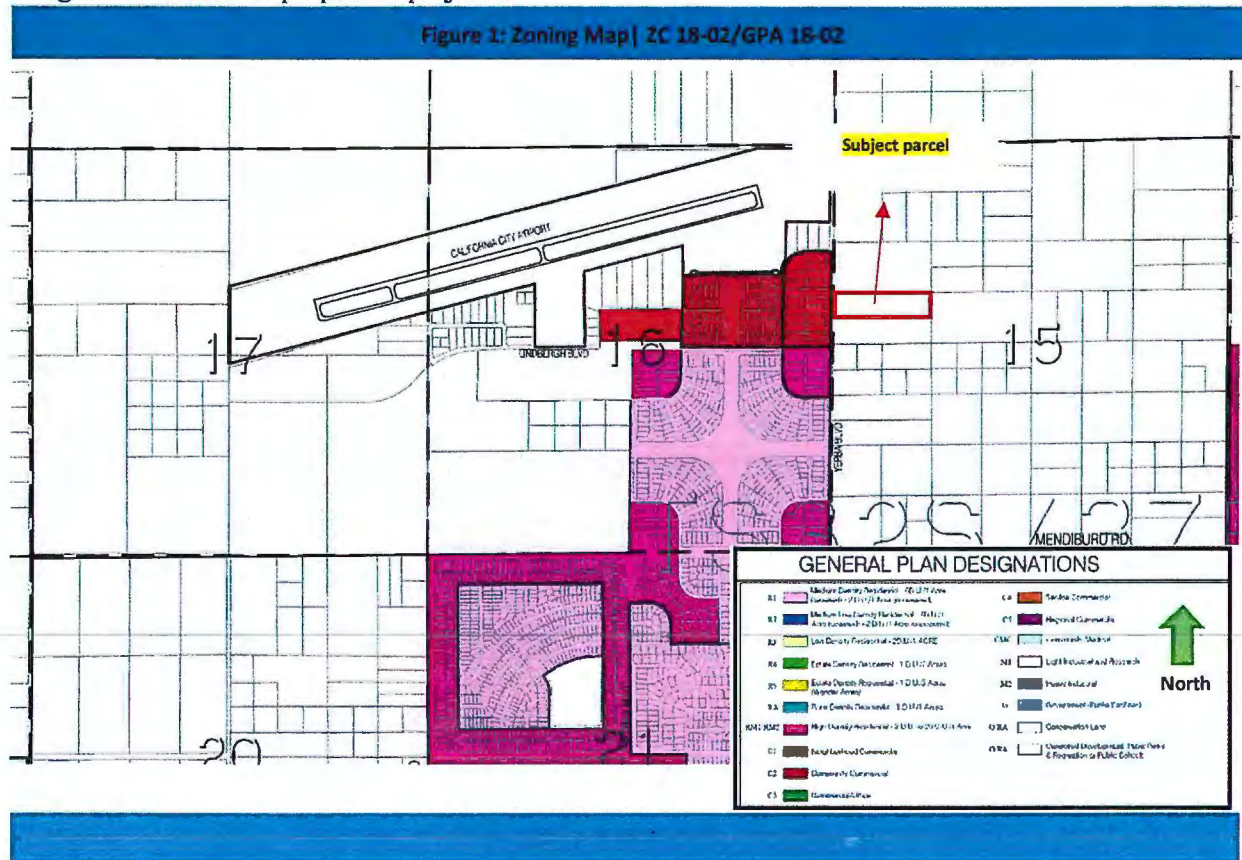
**B. Proposed Zoning:** (M1) - Light Industrial and Research

**C. Surrounding General Plan Designation & Land Use:**

<i>Direction</i>	<i>Zoning</i>	<i>Land Use</i>
North	M1 Light Industrial and Research	Vacant
South	M1 Light Industrial and Research	Vacant
East	M1 Light Industrial and Research	Vacant
West	C2 Community Commercial	Vacant



**Figure 1** describes the location of the proposed project on a Zoning Map representing surrounding zone designation around the proposed “project”.



### **PROJECT DESCRIPTION:**

The California City Planning Commission, on August 21, 2018, approved a mitigated negative declaration of environmental impacts for a 10-acre parcel located on Yerba Boulevard, east of California City Municipal Airport, bearing assessor's parcel number or APN: 302-271-37 and a Developmental Agreement with EGH Holding, LLC, with a favorable recommendation forwarded to the City Council.

EGH Holdings LLC, APN 302-271-37, a 10-acre cannabis growing facility will consist of 40 indoor cultivation sites with cement flooring (3,600 square feet), 1 manufacturing building (2,000 square feet to be expanded to 18,000 square feet in future), 1 distribution building (80 X120) square feet, and 1 office building (12,000 square feet). One truck will be transporting product from the site once daily. The entire facility will be surrounded by an 8-foot CMU block wall topped with barbed wire and with a security gate. A fire access road will be constructed within the project site. A 2.29-acre feet retention basin will be engineered to capture all storm water runoff from the project site maintaining the present hydrograph. Water, sewer, and electrical connections exist at varying distances along Yerba Boulevard up to approximately 330 feet from the project site. Approximately 4,000,000 gallons of water annually will be provided by the California City Municipal Water District. Electrical will be provided by Southern California Edison. Twenty-four natural gas generators will be used within the project for emergency back-up power. The project site will connect to the California City sewer

system. Waste water from the cultivation process will be dealt with through a drain connected to a tank installed beneath the concrete floor to capture any overflow which will be held in the tank and recycled back into the growing operation. Waste water from this operation will be 100% recycled. No pesticides, herbicide or hazardous waste will be used. Waste plant material will be collected into special bins that will be collected twice a week by a certified disposal operation. Fifty employees are anticipated to be working at the project site.

Figure 2: APN Map

302-27

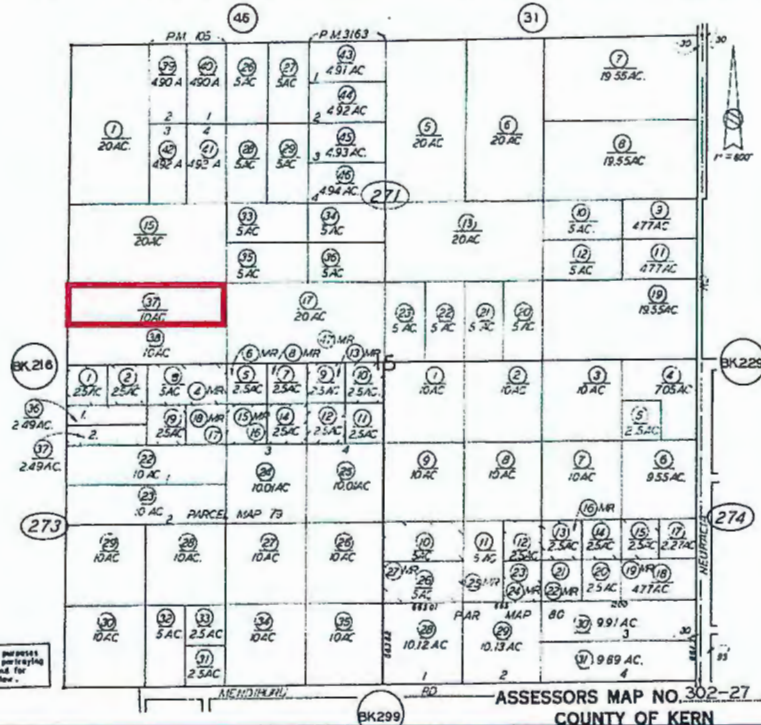
SEC. 15 T. 32 S. R. 37 E.

SCHOOL DIST. 11-18

302-27

Revised: 2/23/06

Note: This map is for assessment purposes only. It is not to be construed as providing legal ownership or divisions of land for purposes of zoning or subdivision law.



## NOTICING

A public hearing to consider a Mitigated Negative Declaration of Environmental Impacts and this Development Agreement was published in the Mojave Desert News on August 31, 2018 and property owners within 300 feet received a copy of the public hearing notice.

## ENVIRONMENTAL CONSIDERATIONS:

An Initial Study and Mitigated Negative Declaration was prepared for this project and sent to the State Clearing house on August 3, 2018. The public review period ended September 02, 2018. No comments have been received.



**RESOLUTION NO. 09-18-2757**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALIFORNIA CITY APPROVING A MITIGATED NEGATIVE  
DECLARATION OF ENVIRONMENTAL IMPACTS FOR A 10 ACRE  
PARCEL LOCATED ON YERBA BOULEVARD, EAST OF CALIFORNIA  
CITY MUNICIPAL AIRPORT, BEARING ASSESSOR'S PARCEL  
NUMBER OR APN: 302-271-37**

**EGH Holding LLC Cannabis Business and Distribution Center**

WHEREAS, the City of California City's Environmental Coordinator prepared an Initial Study on the EGH Holding LLC project to construct and operate cannabis businesses and a cannabis distribution center (the "Project") which identified potentially significant effects of the Project; and

WHEREAS, revisions to and/or conditions placed on the Project, were made or agreed to by the applicant before the mitigated negative declaration was released for public review, were determined by the environmental coordinator to avoid or reduce the potentially significant effects to a level that is clearly less than significant and that there was, therefore, no substantial evidence that the Project, as revised and conditioned, would have a significant effect on the environment; and

WHEREAS, a mitigated negative declaration of environmental impacts was then prepared, properly noticed, and circulated for public review.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of California City as follows:

Section 1. Based on the Initial Study, the revisions and conditions incorporated into the Project, and information received during the public review process, the City Council of the City of California City finds that there is no substantial evidence that the Project, as revised and conditioned, may have a significant effect on the environment.

Section 2. The mitigated negative declaration reflects the independent judgment of the City Council.

Section 3. All feasible mitigation measures identified in the City of California City General Plan Environmental Impact Report which are applicable to this Project have been adopted and undertaken by the City of California City and all other public agencies with authority to mitigate the project impacts or will be undertaken as required by this project.

Section 4. A mitigated negative declaration of environmental impacts, attached hereto as Exhibit B and incorporated by this reference, is hereby recommended for approval for the Project.



Section 5. The Mitigation Monitoring Program prepared in connection with the Project is hereby recommended for approval.

Section 6. The documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in the office of the California City City Clerk, 21000 Hacienda Blvd., California City, California 93505.

Section 7. Upon approval of the Project by the City Council, the environmental coordinator shall file a Notice of Determination with the County Clerk of Kern County and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council held on the 11<sup>th</sup> day of September 2018, by the following vote.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

---

Denise Hilliker, City Clerk

---

Jennifer Wood, Mayor

## **EXHIBIT B**

---

### **PLANNING COMMISSION RESOLUTION NEGATIVE DECLARATION DOCUMENT**

# Exhibit B

## RESOLUTION NO. PC-2018-21-2753

### RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALIFORNIA CITY RECOMMENDING APPROVAL OF A MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS FOR A 10 ACRE PARCEL LOCATED ON YERBA BOULEVARD, EAST OF CALIFORNIA CITY MUNICIPAL AIRPORT, BEARING ASSESSOR'S PARCEL NUMBER OR APN: 302-271-37

#### EGH Holding LLC Cannabis Business and Distribution Center

WHEREAS, the City of California City's Environmental Coordinator prepared an Initial Study on the EGH Holding LLC project to construct and operate cannabis businesses and a cannabis distribution center (the "Project") which identified potentially significant effects of the Project; and

WHEREAS, revisions to and/or conditions placed on the Project, were made or agreed to by the applicant before the mitigated negative declaration was released for public review, were determined by the environmental coordinator to avoid or reduce the potentially significant effects to a level that is clearly less than significant and that there was, therefore, no substantial evidence that the Project, as revised and conditioned, would have a significant effect on the environment; and

WHEREAS, a mitigated negative declaration of environmental impacts was then prepared, properly noticed, and circulated for public review.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of California City as follows:

Section 1. Based on the Initial Study, the revisions and conditions incorporated into the Project, and information received during the public review process, the Planning Commission of the City of California City finds that there is no substantial evidence that the Project, as revised and conditioned, may have a significant effect on the environment.

Section 2. The mitigated negative declaration reflects the independent judgment of the Planning Commission.

Section 3. All feasible mitigation measures identified in the City of California City General Plan Environmental Impact Report which are applicable to this Project have been adopted and undertaken by the City of California City and all other public agencies with authority to mitigate the project impacts or will be undertaken as required by this project.

Section 4. A mitigated negative declaration of environmental impacts, attached hereto as Exhibit A and incorporated by this reference, is hereby recommended for approval for the Project.

Section 5. The Mitigation Monitoring Program prepared in connection with the Project is hereby recommended for approval.

Section 6. The documents and other materials that constitute the record of proceedings upon which the Planning Commission has based its decision are located in the office of the California City Building Department, 21000 Hacienda Blvd., California City, California 93505. The custodian of these documents and other materials is the California City Director of Public Works.

ORIGINAL

Section 7. Upon approval of the Project by the City Council, the environmental coordinator shall file a Notice of Determination with the County Clerk of Kern County and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

**THE FOREGOING RESOLUTION** was duly introduced and passed at a regular meeting of the City of California City Planning Commission held on the 22<sup>nd</sup> day of August, 2018, by the following vote.

AYES: *Hogan, Trumble, Elmes & Creighton.*


NOES: *None*

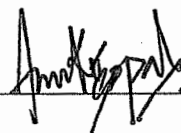
ABSTAIN: *None*

ABSENT: *None*

Signed and approved as to form by me on this 23<sup>rd</sup> day of August, 2018.

ATTEST:

  
\_\_\_\_\_  
Planning Commission Chair

  
\_\_\_\_\_  
Planning Clerk

ORIGINAL

CEQA  
Transmittal Memorandum

EXHIBIT 'B'

This form must be completed and attached to each CEQA document filed with the County Clerk.

- 1) If notice requires F&W receipt, you must provide a minimum of 3 copies of the document.  
2) If notice does not require F&W receipt, you must provide a minimum of 2 copies of the document.

TYPE OR PRINT CLEARLY

LEAD AGENCY City of California City Planning Department

PROJECT TITLE Initial Study, EGH Holdings LLC, APN 302-271-37, Cannabis Development

PROJECT APPLICANT Mike Ellison, EGH Holdings LLC

PHONE NUMBER (661) 440-8212

PROJECT APPLICANT ADDRESS 9951 Mendiburu Rd

CITY California City STATE CA ZIP CODE 93505

WORK ORDER # \_\_\_\_\_ ☐ 30-Day Posting ☐ 35-Day Posting ☐ 45-Day Posting

CONTACT PERSON Mike Ellison PHONE NUMBER ( ) above

**CHECK DOCUMENT BEING FILED:**

☐ Notice of Availability.....No Fee

☐ Notice of Intent .....No Fee

☐ Notice of Preparation.....No Fee

☐ Notice of Public Hearing.....No Fee

☐ Other Notice .....No Fee

☐ Environmental Impact Report (EIR).....\$3070.00

☐ Previously paid (must attach receipt) Receipt Number# \_\_\_\_\_

☐ DFG No Effect Determination (F&W letter must be attached).....No Fee

☐ County Administrative Fee.....\$50.00

☒ Mitigated Negative Declaration or Negative Declaration.....\$2210.25

☐ Previously paid (must attach receipt) Receipt Number# \_\_\_\_\_

☐ DFG No Effect Determination (F&W letter must be attached).....No Fee

☐ County Administrative Fee.....\$50.00

☐ Notice of Exemption.....No Fee

☐ County Administrative Fee.....\$50.00

TOTAL \$ \_\_\_\_\_

\*Additional copies to be returned to: \_\_\_\_\_

\*Method of return: ☐ Hold for pick-up/Call # \_\_\_\_\_

☐ Interoffice Mail

**PAYMENT METHOD: ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING**

☐ Cash/Money Order ☐ JV - Dept \_\_\_\_\_ Fund \_\_\_\_\_ Expense Key \_\_\_\_\_

☐ Check

☐ Credit Card

**Notice of Completion & Environmental Document Transmittal**

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613  
 For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #

**Project Title:** Initial Study, EGH Holdings LLC, APN 302-271-37, Cannabis Development

**Lead Agency:** City of California City

**Contact Person:** Anu Doravari

**Mailing Address:** 21000 Hacienda Blvd

**Phone:** (760) 373-7141

**City:** California City

**Zip:** 93505

**County:** Kern

**Project Location:** County: Kern

City/Nearest Community: California City

**Cross Streets:** Lindbergh Boulevard and Yerba Boulevard

**Zip Code:**

**Longitude/Latitude (degrees, minutes and seconds):** ° ' " N / ° ' " W **Total Acres:** 10

**Assessor's Parcel No.:** APN 302-271-37

**Section:** 15

**Twp.:** T32S

**Range:** R37E

**Base:** MDBM

**Within 2 Miles:** State Hwy #: no

**Waterways:** no

**Airports:** yes

**Railways:** no

**Schools:** yes

**Document Type:**

**CEQA:** ☐ NOP

☐ Draft EIR

**NEPA:** ☐ NOI

**Other:** ☐ Joint Document

☐ Early Cons

☐ Supplement/Subsequent EIR

☐ EA

☐ Final Document

☒ Neg Dec

(Prior SCH No.)

☐ Draft EIS

☐ Other:

☐ Mit Neg Dec

**Other:**

☐ FONSI

**Local Action Type:**

☐ General Plan Update

☐ Specific Plan

☐ Rezone

☐ Annexation

☐ General Plan Amendment

☐ Master Plan

☐ Prezone

☐ Redevelopment

☐ General Plan Element

☐ Planned Unit Development

☐ Use Permit

☐ Coastal Permit

☐ Community Plan

☒ Site Plan

☐ Land Division (Subdivision, etc.)

☐ Other:

**Development Type:**

☐ Residential: Units \_\_\_\_\_ Acres \_\_\_\_\_

☐ Office: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_

☐ Commercial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_

☐ Industrial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_

☐ Educational:

☐ Recreational:

☐ Water Facilities: Type \_\_\_\_\_

Acres \_\_\_\_\_

Acres \_\_\_\_\_

Acres \_\_\_\_\_

Acres \_\_\_\_\_

MGD \_\_\_\_\_

MGD \_\_\_\_\_

Employees \_\_\_\_\_

Employees \_\_\_\_\_

Employees \_\_\_\_\_

Employees \_\_\_\_\_

MGD \_\_\_\_\_

MGD \_\_\_\_\_

☐ Transportation: Type \_\_\_\_\_

☐ Mining: Mineral \_\_\_\_\_

☐ Power: Type \_\_\_\_\_

☐ Waste Treatment: Type \_\_\_\_\_

☐ Hazardous Waste: Type \_\_\_\_\_

☒ Other: cannabis growing facility

MW

MGD

**Project Issues Discussed in Document:**

☒ Aesthetic/Visual

☒ Agricultural Land

☒ Air Quality

☒ Archeological/Historical

☒ Biological Resources

☐ Coastal Zone

☐ Drainage/Absorption

☐ Economic/Jobs

☐ Fiscal

☐ Flood Plain/Flooding

☐ Forest Land/Fire Hazard

☒ Geologic/Seismic

☒ Minerals

☒ Noise

☐ Population/Housing Balance

☒ Public Services/Facilities

☐ Recreation/Parks

☐ Schools/Universities

☐ Septic Systems

☐ Sewer Capacity

☐ Soil Erosion/Compaction/Grading

☐ Solid Waste

☐ Toxic/Hazardous

☒ Traffic/Circulation

☐ Vegetation

☐ Water Quality

☒ Water Supply/Groundwater

☐ Wetland/Riparian

☐ Growth Inducement

☐ Land Use

☐ Cumulative Effects

☐ Other:

**Present Land Use/Zoning/General Plan Designation:**

M1 Light Industrial and Research

**Project Description:** (please use a separate page if necessary)

See item 8 on pages 4 to 5.



## Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with an "X".  
If you have already sent your document to the agency please denote that with an "S".

<input type="checkbox"/> Air Resources Board	<input type="checkbox"/> Office of Emergency Services
<input type="checkbox"/> Boating & Waterways, Department of	<input type="checkbox"/> Office of Historic Preservation
<input type="checkbox"/> California Highway Patrol	<input type="checkbox"/> Office of Public School Construction
<input type="checkbox"/> Caltrans District # _____	<input type="checkbox"/> Parks & Recreation, Department of
<input type="checkbox"/> Caltrans Division of Aeronautics	<input type="checkbox"/> Pesticide Regulation, Department of
<input type="checkbox"/> Caltrans Planning	<input type="checkbox"/> Public Utilities Commission
<input type="checkbox"/> Central Valley Flood Protection Board	<input type="checkbox"/> Regional WQCB # _____
<input type="checkbox"/> Coachella Valley Mtns. Conservancy	<input type="checkbox"/> Resources Agency
<input type="checkbox"/> Coastal Commission	<input type="checkbox"/> S.F. Bay Conservation & Development Comm.
<input type="checkbox"/> Colorado River Board	<input type="checkbox"/> San Gabriel & Lower L.A. Rivers & Mtns. Conservancy
<input type="checkbox"/> Conservation, Department of	<input type="checkbox"/> San Joaquin River Conservancy
<input type="checkbox"/> Corrections, Department of	<input type="checkbox"/> Santa Monica Mtns. Conservancy
<input type="checkbox"/> Delta Protection Commission	<input type="checkbox"/> State Lands Commission
<input type="checkbox"/> Education, Department of	<input type="checkbox"/> SWRCB: Clean Water Grants
<input type="checkbox"/> Energy Commission	<input type="checkbox"/> SWRCB: Water Quality
<input type="checkbox"/> Fish & Game Region # _____	<input type="checkbox"/> SWRCB: Water Rights
<input type="checkbox"/> Food & Agriculture, Department of	<input type="checkbox"/> Tahoe Regional Planning Agency
<input type="checkbox"/> Forestry and Fire Protection, Department of	<input type="checkbox"/> Toxic Substances Control, Department of
<input type="checkbox"/> General Services, Department of	<input type="checkbox"/> Water Resources, Department of
<input type="checkbox"/> Health Services, Department of	
<input type="checkbox"/> Housing & Community Development	Other: _____
<input type="checkbox"/> Integrated Waste Management Board	Other: _____
<input type="checkbox"/> Native American Heritage Commission	

### Local Public Review Period (to be filled in by lead agency)

Starting Date 03/03/2018 Ending Date 09/02/2018

### Lead Agency (Complete if applicable):

Consulting Firm: <u>Mark Hagan, Wildlife Biologist</u>	Applicant: <u>City of California City</u>
Address: <u>44715 17th St. East</u>	Address: <u>21000 Hacienda Blvd</u>
City/State/Zip: <u>Lancaster CA 93535</u>	City/State/Zip: <u>California City, CA 93505</u>
Contact: <u>Mark Hagan</u>	Phone: <u>(760) 373-7141</u>
Phone: <u>(661) 433-9956</u>	

Signature of Lead Agency Representative: [Signature] Date: 7-31-2018

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

ORIGINAL

DATE:

CASE NO.  
(Issued by Planning Dept.)

**CITY OF CALIFORNIA CITY PLANNING DEPARTMENT**  
21000 Hacienda Boulevard, California City, CA 93505-2293  
Phone (760) 373-7141, Fax (760) 373-7529  
email: [Planning2@CaliforniaCity-ca.gov](mailto:Planning2@CaliforniaCity-ca.gov)

**APPLICANT'S INITIAL STUDY  
INITIAL STUDY MUST ACCOMPANY APPLICATION**

1. PROJECT TITLE: Initial Study, EGH Holdings LLC, APN 302-271-37, Cannabis Development
2. LEAD AGENCY NAME AND ADDRESS: City of California City, 21000 Hacienda Boulevard, California City, California 93505-2293
3. CONTACT PERSON AND PHONE NUMBER: Anu Doravari, Planning Technician, (760) 373-7141
4. PROJECT LOCATION: APN 302-271-37, California City, California. The approximately 10 acre (4 ha) study area was located north of Lindbergh Boulevard and east of Yerba Boulevard, T32S, R37E, the N1/2 of the S1/2 of the SW1/4 of the NW1/4 of Section 15, M.D.B.M.
5. PROJECT SPONSOR'S NAME AND ADDRESS:  
  
Applicant: Mike Ellison  
Address: 9951 Mendiburu Rd  
California City, CA 93505
6. GENERAL PLAN DESIGNATION: Light Industrial and Research.
7. ZONING: M1
8. DESCRIPTION OF PROJECT: EGH Holdings LLC, APN 302-271-37, a 10 acre cannabis growing facility will consist of 40 green houses with cement flooring (3,600 square feet), 1 manufacturing building (2,000 square feet to be expanded to 18,000 square feet in future), 1 distribution building (7,920 square feet), and 1 office building (12,000 square feet). One truck will be transporting product from the site once daily. The entire facility will be surrounded by an 8 foot CMU block wall topped with barbed wire and with a security gate. A fire access road will be constructed within the project site. A 2.29 acre feet retention basin will be engineered to capture all storm water runoff from the project site maintaining the

present hydrograph. Water, sewer, and electrical connections exist at varying distances along Yerba Boulevard up to approximately 330 feet from the project site. Approximately 4,000,000 gallons of water annually will be provided by the California City Municipal Water District. Electrical will be provided by Southern California Edison. Twenty-four natural gas generators will be used within the project for emergency back-up power. The project site will connect to the California City sewer system. Waste water from the cultivation process will be dealt with through a drain connected to a tank installed beneath the concrete floor to capture any overflow which will be held in the tank and recycled back into the growing operation. Waste water from this operation will be 100% recycled. No pesticides, herbicide or hazardous waste will be used. Waste plant material will be collected into special bins that will be collected twice a week by a certified disposal operation. Fifty employees are anticipated to be working at the project site.

9. SURROUNDING LAND USES AND SETTING: The project site is in Planning Sub-area 1 which is in the central core of the City (California City, General Plan 2009 – 2028(CCGP)). Located within the central core of the city, Sub-area 1 provides opportunities for additional residential, neighborhood commercial, community commercial, regional commercial, and light industrial land uses due to the existing development, roadways, airport, utilities, and public services and facilities (CCGP). The project site is bounded on the west by Yerba Boulevard. Highly disturbed desert scrub is adjacent on the north, south, and east sides. Vacant desert land north and south of the project site are zoned M1 (Light Industrial and Research). West of Yerba Blvd is land zoned C2 (Community Commercial). The land in a 0.5 miles radius southwest is zoned RM1/RM2 (High Density Residential) and R1 (Medium Density Residential).
10. OTHER PUBLIC AGENCIES WHOSE APPROVAL IS REQUIRED (e.g., permits, financing approval, or participation agreement). Distribution of this document is appropriate to the following agencies: To be provided by the City Planning Department



## ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Aesthetics                         | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                 |
| <input type="checkbox"/> Biological Resources               | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology /Soils              |
| <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Hazards & Hazardous Materials      | <input type="checkbox"/> Hydrology / Water Quality   |
| <input type="checkbox"/> Land Use / Planning                | <input type="checkbox"/> Mineral Resources                  | <input type="checkbox"/> Noise                       |
| <input type="checkbox"/> Population / Housing               | <input type="checkbox"/> Public Services                    | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> Transportation/Traffic             | <input type="checkbox"/> Tribal Cultural Resources          | <input type="checkbox"/> Utilities / Service Systems |
| <input type="checkbox"/> Mandatory Findings of Significance |   |  |

## DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

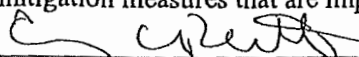
☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheet. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effect that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
Signature

07-31-2018  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in its explanation following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e. g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation incorporated, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration.  
Section 15063 (c) (3) (D). In this case, a brief discussion should identify the following:
  - (a) Earlier Analysis Used. Identify and state where they are available for review.
  - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address the site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify: (a) the significance criteria or threshold, if any, used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significant.

This document incorporates the CalCannabis Programmatic Environmental Impact Report (PEIR), Nov 2017 in its entirety and specifically as noted below.	Consistent with the PEIR, Less than Significant	Inconsistent with the PEIR, Less than Significant	Inconsistent with the PEIR, Potentially Significant	No Similar Impact	No Impact
---	---	---	---	-------------------	-----------

1. Aesthetics: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.1)?					
Impact AES-1: Result in a substantial adverse effect on a scenic vista, scenic resource, or State-designated scenic highway, and/or the existing visual character or quality of a site and its surroundings. (See PEIR pages 4.1-16 to 4.1-18)					X
The project site is not located next to a state scenic highway and the area is not considered a scenic resource.					
Impact AES-2: Create a new source of substantial light or glare as a result of outdoor security lighting. (See PEIR page 4.1-18)	X				
Project will implement the Design/Image Policies, Dark Sky principles detailed in the California City General Plan, 2009 to 2028, pg. 2-18. The PEIR states that with the implementation of environmental protection measures requiring that all outdoor lighting be downward facing and shielded to minimize the visual effects of the presence of lighting, and that lighting for mixed-light operations is shielded between sunset and sunrise to minimize nighttime glare the visual impacts would be less than significant.					
Impact AES-3: Create a new source of substantial light or glare as a result of indoor cultivation techniques. (See PEIR pages 4.1-18 to 4.1-19.)	X				
As described in the PEIR, these crops are highly dependent on the regulation of the light cycle and generally "...take place within building or other enclosed areas where high-intensity lighting can be managed, without the presence of additional natural lighting coming from windows or spillover from other artificial lighting sources" (pg.4.1-18). The project will also implement the Design/Image Policies, and Dark Sky principles detailed in the California City General Plan, pages 2-18, 2-19 further ensuring no substantial light or glare. Therefore any impacts from light or glare would be less than significant.					
Impact AES-4: Create a new source of substantial light or glare as a result of mixed-light cultivation. (See PEIR page 4.1-19.)	X				
With the "implementation of environmental protection measures requiring that artificial lighting used for the manipulation of plant growth cycles be shielded to minimize the visual effects of the presence of lighting and nighttime glare" visual effects would be less than significant. PEIR pg. 4.1-19.					

This document incorporates the CalCannabis Programmatic Environmental Impact Report (PEIR), Nov 2017 in its entirety and specifically as noted below.	Consistent with the PEIR, Less than Significant	Inconsistent with the PEIR, Less than Significant	Inconsistent with the PEIR, Potentially Significant	No Similar Impact	No Impact
---	---	---	---	-------------------	-----------

<b>2.Agriculture Resources:</b> Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.2)? In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model ( 1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:					
Impact AG-1: Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to nonagricultural use.					X
PEIR documented "No significant impacts possible." Pg. J-12. The PEIR analyzed and concluded there would be no impact and is incorporated by reference (pg 4.2-20).					
Impact AG-2: Convert farmland to cannabis cultivation from other crops.	X				
PEIR documented "No significant impacts possible." Pgs J-12 and 4.2-21					
Impact AG-3: Potential conflict with existing zoning for agricultural use or Williamson Act contract. (See PEIR page 4.2-23.)					X
California law designates cannabis as an agricultural product for Williamson Act purposes. The California City's General Plan, Land Use Element, defines how land will be developed, preserved, and/or protected. The City's General Plan, Open Space and Conservation Elements further discussed the managed production of agricultural and other resources in the City. Analysis on page 6 of the CEQA Checklist, within the California City General Plan, page 195 of the document.					
Impact AG-4: Conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned for timberland production. (See PEIR page 4.424.)					
NOT APPLICABLE					
Impact AG-5: Cause loss of forestland or conversion of forestland to nonforest uses. (See PEIR page 4.2-24.)					
NOT APPLICABLE					
Impact AG-6: Involve other changes in the existing environment that, because of their location or nature, could result in conversion of farmland to nonagricultural use or conversion					X

This document incorporates the CalCannabis Programmatic Environmental Impact Report (PEIR), Nov 2017 in its entirety and specifically as noted below.	Consistent with the PEIR, Less than Significant	Inconsistent with the PEIR, Less than Significant	Inconsistent with the PEIR, Potentially Significant	No Similar Impact	No Impact
---	---	---	---	-------------------	-----------

<del>of forest land to nonforest use.</del>					
This project is consistent with its zoning designation and will not cause conversion of Farmland to non-agricultural use. PEIR pg 4.2-22 [This effort] would not involve other changes in the existing environment that because of their location or nature, could result in conversion of farmland to nonagricultural use.”					



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**Air Quality:** Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.3)? Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

Impact AQ-1: Conflict with or obstruct implementation of an applicable air quality plan, and/or violate any air quality standard or contribute substantially to an existing or projected air quality violation. (See PEIR pages 4.3-29 to 4.3-32.)	X				
Project will follow air quality regulations and rules for permitting generators, odor control equipment such as carbon filters, and require equipment used during construction to comply with the latest state standards (i.e. Tier 3 or 4). If solvents are utilized as part of operations, permits will be required for the processes using them IAW District Rule 201 (Permits Required) and Rule 210.1 (New and Modified Stationary Source Review). If stationary engines rated at 50-bhp or greater are employed for construction or agricultural operations they will either need to be permitted or registered with the East Kern County Air Pollution Control District. According to the PEIR, the SRIA predicts that under the proposed program the shift from unlicensed cultivators to licensed cultivators increase compliance with all local, state, and federal regulations which may help control and monitor air quality standards more closely and help reduce emissions (pg.4.3-31). Note: PEIR analysis indicated cannabis cultivation activities permitted by CDFA are not anticipated to conflict with or obstruct implementation of air quality plans.					
Impact AQ-2: Expose sensitive receptors to substantial pollutant concentrations as a result of cannabis cultivation. (See PEIR pages 4.3-32 to 4.3-33.)					X
This project is located within a Light Industrial and Research area, no sensitive receptors are present. There would be No Impact.					
Impact AQ-3: Create objectionable odors affecting a substantial number of people as a result of cannabis cultivation. (See PEIR page 4.3-33 to 4.3-34.)	X				
PEIR page 4.3-34, determined this would be less than significant due to compliance with applicable local cannabis cultivation, nuisance, odor related policies and regulations. The operation will develop and implement an Odor Management Plan. Appropriate odor control equipment will be permitted and installed to minimize offensive odors from emanating outside of the growing facility. This plan would detail the air ventilation, filtration system, and best management practices (BMPs) to be used to prevent odors from emanating outside the growing					

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facility. This plan would be circulated with California City and East Kern County Air Pollution Control District prior to setting up the growth facility to ensure the Plan is acceptable and protective.

Impact AQ-4: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors?)	X				
After evaluating possible impacts analyzed within the PEIR, Air Quality Section 4.3, it is unlikely there would be a considerable cumulative increase. By following all requirements, regulations, and permitting of the East Kern County Air Quality Control District along with implementation of BMPs it is not anticipated that a cumulatively considerable net increase of any criteria pollutant is likely.					

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<b>4. Biological Resources:</b> Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.4)?					
Impact BIO-1: Cause adverse effects on aquatic and semiaquatic special-status species. (See PEIR pages 4.4-17 to 4.4-21.)					X
No aquatic or semiaquatic species are present. (Hagan 2017a, page 6.)					
Impact BIO-2: Cause substantial adverse effects on special-status plant species. (See PEIR pages 4.4-21 to 4.4-22.)					X
No special status plants are present (Hagan 2017a page 6.)					
Impact BIO-3: Cause substantial adverse effects on wildlife due to increased light, including special-status terrestrial wildlife species. (See PEIR page 4.4-22.)	X				
Project site is a highly disturbed, recently cleared, with no special-status terrestrial wildlife species present (Hagan 2017a page 6). Project is required to implement lighting controls to minimize impacts caused by light to the surrounding areas. The surrounding area is highly disturbed with low value to wildlife in its present state (Hagan 2016a, 2016b, 2017b-h). The addition of this facility with lighting controls would not be anticipated to cause substantial adverse effects.					
Impact BIO-4: Cause substantial adverse effects on special-status terrestrial wildlife species due to increased noise and human presence. (See PEIR pages 4.4-22 to 4.4-23.)					X
There are no special-status terrestrial wildlife species present or expected to move into the site (Hagan 2017a pages 7-9, Hagan 2016, 2017b-h). As noted in the biological assessment and photographs from June 2018 (photographs attached) there is only a graded lot surrounded by a concrete block wall. Based on surveys in the adjacent areas conducted since this site was surveyed prior to grading there still would have been a lack of shrub cover and forage that desert tortoises, and Mohave ground squirrels (MGS) would require. MGS reproduction and survival is significantly affected by consecutive low rainfall years which can lead to local extirpation (Hagan, 2017a, pages 7-9). Due to 7 years of low rainfall, lack of cover and forage, grading activities, along with continued grazing impacts MGS would not be expected to persist even if historically present. Habitat is unsuitable for desert tortoise and MGS within and around the project area. Based on biological assessments completed on this project site and similar sites north, south, and southeast of the project site, no desert tortoises or MGS are anticipated to be present. The assessments this evaluation is based on were conducted at the appropriate level and time given the conditions of the project site, surrounding area, protocol recommendations,					

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previous surveys in the area, and information from the California Natural Diversity Database for the Sanborn, Mojave NE, California North Quadrangles. The assessments were performed by a professional biologist, with over 30 years working with and managing programs for desert tortoise and MGS, knowledgeable of their natural history, the recommended survey protocols, possessed a MOU for MGS for more than 20 years, and having surveyed much of the area in California City. No mitigation measures for this site are required.					
Impact BIO-5: Cause substantial adverse effects on riparian habitat, other sensitive natural communities, or federally protected wetlands. (See PEIR page 4.4-23 to 4.4-24.)					
NOT APPLICABLE					
Impact BIO-6: Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or wildlife corridor, or impede the use of native wildlife nursery sites. (See PEIR pages 4.4-24 to 4.4-25.)					X
No known wildlife corridors exist within this project site and additionally there is an 8 foot block wall around the project site.					
Impact BIO-7: Conflict with applicable habitat conservation plans or natural community conservation plans. (See PEIR page 4.4-25.)					X
There are no conservation plans covering this area.					
Impact BIO-8: Conflict with local policies or ordinances protecting biological resources. (See PEIR page 4.4-25.)					X
This area is a highly disturbed site adjacent to other disturbed habitat and development. An applicant for a cannabis license must comply with all local ordinances and regulations, including those intended to protect biological resources (PEIR pg 4.4-25).					
Impact BIO-9: Cause substantial adverse effects on wildlife due to pesticide use (besides rodenticides). (See PEIR pages 4.4-25 to 4.4-26.)	X				
No pesticide use is anticipated however if that were to change all rules and regulations of use will be followed. The PEIR evaluated pesticide use using the "Human Health and Ecological					



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Screening Risk Evaluation” (available in PEIR, Appendix F). As noted in the PEIR, “Licensees must comply with pesticide laws and regulations as enforced by the Department of Pesticide Regulation and the State Water Resources Control Board, and environmental protection measures that will be contained in CDFA’s regulations. This would require that pesticides are applied in accordance with manufacturer’s instructions and label requirements, and other requirements such as proper storage, leak containment, cleanup of spills, drift prevention, and using the minimum amount of product necessary to control the target pest. In addition, applicators would be prohibited from applying pesticides when pollinators are present. As described in the Human Health and Ecological Screening Risk Evaluation, application of pesticides in compliance with these regulations and protocols would not result in substantial adverse effects on wildlife.” (PEIR 4.4-25, 26)					
Impact BIO-10: Cause substantial adverse effects on wildlife due to rodenticide use. (See PEIR pages 4.4-26 to 4.4-30.)	X				
No rodenticide use is anticipated. However if that changes, the PEIR, pages 4.4-26 through 4.4-30, has a review and evaluation of rodenticide use at cannabis sites. CDFA has concluded that “sufficient protections exist to ensure the safe, responsible use of currently registered rodenticides that are allowed for use at licensed cannabis cultivation sites and ensure that any impacts on non-target special-status wildlife would be minimized and would not be substantial.” (PEIR pg 4.4-30.)					

#### Literature Cited:

- Hagan, M. 2016. Biological resource assessment of apn 302-271-38, california city, california. 15 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.
- Hagan, M. 2017a. Biological resource assessment of apn 302-271-37, california city, california. 14 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.
- Hagan, M. 2017b. Biological resource assessment of apn 302-273-37, california city, california. 12 pp. On file California City Planning Department, California.
- Hagan, M. 2017c. Biological resource assessment of apn 302-273-01, california city, california. 11 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.
- Hagan, M. 2017d. Biological resource assessment of apn 302-273-03, california city, california. 14 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.
- Hagan, M. 2017e. Biological resource assessment of apn 302-273-26 and 27, california city, california. 14 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.
- Hagan, M. 2017f. Biological resource assessment of apn 302-273-28, 31, 32 and 33, california city, california. 13 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.
- Hagan, M. 2017g. Biological resource assessment of apn 302-273-30, california city, california. 11 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.
- Hagan, M. 2017h. Biological resource assessment of apn 302-273-36, california city, california. 12 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.

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Hagan, M. 2017i. Biological resource assessment of apn 302-271-39, california city, california. 12 pp. Mark Hagan, 44715 17th Street East, Lancaster, California.

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5.Cultural Resources: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.5)?					
Impact CR-1: Cause substantial adverse impacts on historical resources, archaeological resources, and human remains. (See PEIR pages 4.5-9 to 4.5-11.)					X
There are no indicators on the surface of the site that would suggest a cultural resource is present. If historical resources are found during excavation, all work will be suspended until the area has been thoroughly examined. Such discoveries would result in delays in development while negotiating mitigation with the overseeing governmental agencies (California City General Plan, Initial Study Checklist, Page 9).					
Impact CR-2: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?					X
PEIR pg 4.5-9 evaluated impacts to unique paleontological resources and determined "paleontological resources are not found in soil but are contained within the geologic deposits or bedrock that underlies the soil layer. Therefore, cultivation activities would not encounter any paleontological resources." There are no unique geologic features on the site.					

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6. Energy Use and Greenhouse Gas Emissions: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.6)?					
Impact GHG-1: Potential to conflict with an applicable plan, policy, or regulation adopted to reduce the emissions of GHGs, result in wasteful, inefficient, and unnecessary consumption of energy, or cause a substantial increase in energy demand and the need for additional energy resources.	X				
PEIR indicates implementation of the proposed cannabis program (which would include individual projects such as this) would have a beneficial impact on Greenhouse Gas Emissions in the long run.					
Impact GHG-2: Use off-road equipment and motor vehicles for outdoor cultivation activities, resulting in GHG emissions.					
NOT APPLICABLE					



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7. Geology and Soils: Would the proposed activity result in impacts that differ from the impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Section 4.0.10)?					
Impact GS-1: Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving earthquake faults, strong seismic-related ground shaking, seismic-related ground failure, including liquefaction, or landslides					X
This issue was eliminated from further evaluation due to the inability to have the potential to be significant (PEIR Sec. 4.0.10, pg 4.0-9). In addition: The nearest fault from the central core of California City is the Garlock Fault (west) (California City General Plan, Table 6-1, pg 6-3). No active or potentially active faults cross the project site, therefore no risk of rupture would be expected. Seismic ground shaking, seismic-related ground failure, including liquefaction could occur without warning in any location in the state of California (California City General Plan, Initial Study, Page 12). The project will be engineered to comply with the California State Building Codes and pursuant City Building Codes.					
Impact GS-2: Would the proposed activity be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?					X
Project site is in a fairly level, stable geological area. "Due to the poorly sorted and coarse grained materials that are anticipated to underlie the project site area and the absence of a shallow groundwater table, the potential for liquefactions is low. The project site has a low susceptibility to liquefaction" (Bruin Geotechnical Services, INC, 2018).					
Impact GS-3: Would the proposed activity be located on expansive soil, as defined in the Uniform Building Code, creating substantial					X

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risks to life or property?					
According to the Geotechnical Investigation Report completed in April of 2018, the expansion index tests indicated that the surficial soils are within the “very low” expansion category. Also reported was that the upper 6 feet has a moderate potential to hydroconsolidate and all recommendations in the report should be incorporated in the design and construction (Bruin Geotechnical Services, INC, 2018). The facility will be engineered to comply with the California State Building Codes and pursuant City Building Codes.					
Impact GS-4: Would the proposed activity have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?					X
The project will be connecting to the sewer line along Yerba Boulevard.					
Impact GS-5: Result in substantial soil erosion or the loss of topsoil?					X
Construction on the project site will employ BMPs, and be small in its overall extent. A water truck and minimal speeds will be employed to minimize dust. Project construction will comply with the California City General Plan’s policies. Construction will be accomplished in accordance with all dust control rules and measures to mitigate air quality effects and thereby soil erosion during new development. After construction landscaping design will be incorporated using native plants to the maximum extent feasible as recommended in the Biological Resource Assessment. The City’s Zoning Code and the California City General Plan (Page 2-17) recommends xeriscaping using drought-tolerant plants and trees to minimize loss of topsoil or soil erosion. “Appropriate analysis, grading and drainage design and site maintenance should minimize the sheet flow erosion potential” (Geotechnical Services, INC, 2018 pg. 9).					

#### Literature Cited

Bruin Geotechnical Services, INC. 2018. Geotechnical investigation report. 67 pp. Ryan Duke, Duke Engineering, 44732 Yucca Avenue, Lancaster, California, 93534.

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8. Hazards, Hazardous Materials, and Human Health: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.7)?

Impact HAZ-1: Release hazardous materials from routine transport, use, and disposal. (See PEIR pages 4.7-17 to 4.7-18.)	X				
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No hazardous materials are anticipated to be used during this project. However if that were to change it would be less than significant. The PEIR is incorporated by reference (page 4.7-17, 18). As stated in the PEIR: The project cultivators would be required to store, use, and dispose of hazardous materials in accordance with applicable laws and regulations. Depending on the amount of hazardous materials used for power equipment or any generators, not anticipated at this time, the project may be required to prepare a Hazardous Materials Business Plan (HMBP) and/or Hazardous Materials Management Plan (HMMP). Additionally, licensees would be required to comply with OSHA and Cal/OSHA requirements, such as maintaining Safety Data Sheets for each chemical they use and providing personal protective equipment, as necessary, to protect the health of workers. Compliance with existing laws and regulations related to transport, use, and disposal of hazardous materials would avoid creating a substantial hazard to the public. Therefore, this impact would be less than significant.

Impact HAZ-2: Create a significant hazard through release of hazardous materials from upset or accident conditions. (See PEIR page 4.7-18.)	X				
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The PEIR is incorporated by reference (page 4.7-18). As stated in the PEIR: Cultivation activities will comply with existing laws regarding storage and use of hazardous materials. California Health and Safety Code provisions and the CalARP program would require any cannabis cultivation facility storing more than a threshold quantity of regulated substances to prepare an HMBP and/or Risk Management Plan. These plans would include emergency response procedures to coordinate response in the event of a release and chemical accident prevention measures. With adherence to existing hazardous materials laws, the risk of accidental releases of hazardous materials from cultivation activities that could cause substantial hazards is considered low. In general, cannabis cultivation would not make intensive use of hazardous materials. Project cultivators will comply with all federal, State, and local laws and ordinances regarding the use and storage of hazardous materials. Therefore, the risk of accidental releases of hazardous materials from lawful cannabis cultivation operations would be lower than many other ongoing activities in the state, including existing unpermitted cannabis cultivation activities. Therefore, this impact would be less than significant.

Impact HAZ-3: Cause health risks from pesticide use. (See PEIR pages 4.7-18 to 4.7-19.)					X
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No Pesticides will be used. However if that were to change the analysis within the PEIR included a screening-level human and ecological health risk evaluation conducted by

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Blankinship & Associates and Ardea Consulting that found, for the pesticides analyzed, no significant risks to human or ecological health as a result of their use by cannabis cultivators, when used in accordance with licensing requirements and other applicable laws and regulations. Use of currently approved pesticides will result in an impact that would be less than significant.

Impact HAZ-4: Emit hazardous emissions or materials within 0.25 mile of a school. (See PEIR pages 4.7-19 to 4.7-20.)					X
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The nearest school is 1.5 miles to the south east of the project site.

Impact HAZ-5: Locate project activities on a hazardous materials site. (See PEIR page 4.7-20.)					X
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No hazardous material sites within 5,000 feet were noted within or near this project area on the Envirostor database.

Impact HAZ-6: Locate project activities near an airport or private airstrip such as to increase hazards. (See PEIR page 4.7-21.)					X
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The nearest airport is approximately 0.23 miles east. The area was approved for light industrial and research activities within the current California City General Plan. No increase in hazards would be expected.

Impact HAZ-7: Expose people or structures to substantial risk of loss from wildfire. (See PEIR pages 4.7-21 to 4.7-22.)	X				
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The PEIR is incorporated by reference (page 4.7-21 to 23). This project will adhere to State and local building, electrical, and fire codes. The local fire department has been notified of the cultivation site through the City's planning process (such as SDR) to ensure that local firefighters are aware of the risks posed by cannabis cultivation operations so they may respond more effectively and safely. Existing laws, such as requirements for maintenance of defensible space around structures [wildland protection], and implementation of environmental protection measures specified in the cannabis regulations will reduce potential impacts. The facility will comply with building, electrical, and fire codes, which would require installation of fire suppression systems, where appropriate.

Impact HAZ-8: Create substantial hazards for firefighters and first responders from indoor cultivation. (See PEIR pages 4.7-22 to 4.7-23.)					
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NOT APPLICABLE.

Impact HAZ-9: Impair implementation of or physically interfere with an adopted emergency response plan or					X
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emergency evacuation plan?					
This project is estimated to increase traffic by 51 vehicles a day. This is not a level that would be expected to impair implementation of the emergency evacuation plan.					



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9. Hydrology and Water Quality: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.8)?					
Impact HWQ-1: Cause adverse effects on beneficial uses from surface water diversions for crop irrigation, or cause insufficiency of surface water supplies. (See PEIR pages 4.8-35 to 4.8-36.)					X
A small percentage of the overall water used by California City (approximately 7%) is surface water from AVEK (California City General Plan, pages 5-30). This project will be using water from California City Municipal Water District via a waterline in Yerba Boulevard. Since some of the water that California City supplies is through AVEK a small percentage may be used by this operation. No increase in surface water over and above what California City already receives is anticipated.					
Impact HWQ-2: Cause aquifer depletion from use of groundwater for crop irrigation and result in insufficiency of groundwater supplies. (See PEIR pages 4.8-36 to 4.8-38.)					X
It is estimated that 4,000,000 gallons a year (8 afy) of groundwater would be used. The project's projected usage is equal to adding approximately 60 individuals to the population using an average of 133,590 gals of water per year (566 gallons per day). The watering systems for cultivation will incorporate recycling. This amount of water use is considered minimal. In addition, the CDFA (PEIR, pg 4.8-35) indicates that the required cultivation plan will include the water source to be used along with the location of any groundwater diversions, pumps, and diversion systems.					
Impact HWQ-3: Cause discharges of sediment, nutrients, or other contaminants (excluding pesticides) from outdoor or mixed-light cultivation. (See PEIR pages 4.8-38 to 4.8-39.)					
This effort is not anticipated to have any discharges of sediment, nutrients, or other contaminants. The greenhouses will have concrete flooring decreasing the potential to discharge contaminants to surface water or groundwater. Concrete flooring will have a drain into a tank which will then be used to recycle the water back into the watering system. The facility would follow all the State Water Resources Control Board requirements and to comply with the Cannabis Policy 27 October 2017.					
Impact HWQ-4: Cause water quality impacts from pesticide use in outdoor or mixed-light cultivation. (See PEIR pages 4.8-	X				

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39 to 4.8-40.					
No blue line streams were found on the USGS topographic map. No washes or streams were observed in study site and no fish, amphibians or aquatic invertebrates were observed or anticipated (Hagan 2017a page 6). No pesticide use is anticipated. However, if that were to change, cultivators will follow all guidelines described in the PEIR regarding the safe and proper use of pesticides as outlined on pg. 4.8-36 and appendix F-21. As also noted in the PEIR, "Licensees must comply with pesticide laws and regulations as enforced by the Department of Pesticide Regulation and the State Water Resources Control Board, and environmental protection measures that will be contained in CDFA's regulations. This would require that pesticides are applied in accordance with manufacturer's instructions and label requirements, and other requirements such as proper storage, leak containment, cleanup of spills, drift prevention, and using the minimum amount of product necessary to control the target pest.					
Impact HWQ-5: Cause discharges of sediment, nutrients, and other contaminants (excluding pesticides) from indoor cultivation operations. (See PEIR pages 4.8-40 to 4.8-41.)					
NOT APPLICABLE.					
Impact HWQ-6: Cause water quality impacts from pesticide use in indoor cultivation. (See PEIR page 4.8-41.)					
NOT APPLICABLE.					
Impact HWQ-7: Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?					X
The California City General Plan, Figure 5-6, indicates this is within an area of minimal flooding. No significant risk would be anticipated.					
Impact HWQ-8: Place within a 100-year flood hazard area structures which would impede or redirect flood flows?					X
The California City General Plan, Figure 5-6, shows this site to be outside any 100 year flood hazard area and indicates it is within an area of minimal flooding.					
Impact HWQ-9: Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide					X

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substantial additional sources of polluted runoff?					
There could be an increase in runoff due to impermeable surfaces but not substantial. A retention basin design has been professionally engineered to ensure the pre-development hydrograph is maintained. The basin has been engineered to capture a 10 year 5 day storm of 3.17 inches. The capacity of the basin is 98,388.08 cubic feet. The basin will be 90% impervious. In addition the City of California City will recheck to ensure adequate drainage design and construction in order to prevent on- off-site flooding.					
Impact HWQ-10: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?					X
According to a recent Geotechnical Investigation Report, the site topography is relatively flat and level with a general slope to the east/northeast with drainage by sheet flow approximately one to two percent across the site (Bruin Geotechnical Services, INC, 2018 pg 2) and recommendations for drainage will be followed as described in the report (Bruin Geotechnical Services, INC, 2018 pg. 9,13). See HWQ-9 for drainage basin capacity.					
Impact HWQ-11: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?					X
There are no drainage patterns, streams, or washes on the project site which would be expected to result in substantial erosion or siltation. No washes were observed within or adjacent to the study area (Hagan, 2017a, page 6). No springs or areas indicative of shallow ground water are present on site (Bruin Geotechnical Services, INC, 2018).					



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10. Land Use and Planning					
Impact LU-1: Physically divide an established community. (See PEIR pages 4.9-4 to 4.9-5.)					X
This project will not divide an established community.					
Impact LU-2: Conflict with applicable land use plans, policies, or regulations. (See PEIR page 4.9-5.)					X
This project is being accomplished in compliance with the California City General Plan to include zoning considerations.					

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<b>11. Mineral Resources: Would the proposed activity result in impacts that differ from the impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Section 4.0.10)?</b>					
Impact MR-1: Would the proposed activity result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?					X
There are no known mineral resources in the City according to the California City General Plan, Page 5-23.					
Impact MR-2: Would the proposed activity result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?					X
There are no known mineral resource recovery sites in the City according to the California City General Plan, Page 5-23.					

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**12. Noise: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.10)?**

Impact NOI-1: Expose people or residences to excessive noise levels within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport. (See PEIR page 4.10-16.)	X				
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The California City Airport is approximately 0.24 miles to the northwest of the project area. PEIR pg. 4.10-16: "...cultivation operations are not anticipated to expose nearby residents or workers to substantial additional noise levels beyond those already generated by the airport or airstrip. Specifically, noise-generating sources used for cultivation operations (generally temperature and climate control equipment) would not be significantly different than other climate control equipment used for other land uses. Therefore, this impact would be less than significant."

Impact NOI-2: Use mechanical equipment for the cultivation of cannabis resulting in generation of excessive groundborne vibration or groundborne noise levels. (See PEIR pages 4.10-16 to 4.10-17.)	X				
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A loaded truck, an HVAC system, and other potential equipment types expected to possibly be used at a cannabis site were evaluated within the PEIR, specifically page 4.10-16, and determined they would not generate substantial vibration and this would be less than significant.

Impact NOI-3: Use of mechanical equipment for the cultivation of cannabis resulting in a substantial permanent increase in ambient noise levels in the vicinity of a Proposed Program activity above levels existing without the Proposed Program. (See PEIR page 4.10-17.)	X				
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Although there may be a rise in ambient noise levels in the vicinity it is not considered substantial. Equipment to be used would not be significantly different than other climate control equipment used for other land uses. This area is currently zoned M1 (light industrial).

Impact NOI-4: Use mechanical equipment for the cultivation of cannabis resulting in excessive noise for sensitive receptors, and/or resulting in a substantial temporary or periodic increase in	X				
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ambient noise levels. (See PEIR pages 4.10-18 to 4.10-19.)					
There are no sensitive receptors (hospitals, schools, elderly housing, convalescent facilities, daycare facilities) near the planned site.					
Impact NOI-5: Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	X				
Construction will comply with City standards. The site will comply with all noise ordinances.					

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<b>13. Population and Housing: Would the proposed activity result in impacts that differ from the impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Section 4.0.10)?</b>					
Impact PH-1: Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?					X
Fifty employees are expected to be at the cannabis site. This will not create a substantial population growth.					
Impact PH-2: Would the proposed activity displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?					X
No housing would be displaced nor would it necessitate the construction of replacement housing.					
Impact PH-3: Would the proposed activity displace substantial numbers of people, necessitating the construction of replacement housing elsewhere					X
No people would be displaced.					

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<b>14. Public Services:</b>					
Impact PS-1: Cause a substantial adverse impact related to police protection services. (See PEIR pages 4.11-6 to 4.11-9.)	X				
An 8 foot CMU wall currently exists on all sides with an opening for a future security gate installation. There will be no public access. Response time is dependent on so many factors the California City Police Department, Dispatch cannot provide a good estimate. Per Dispatch, the quickest response time would be the time it would take to normally drive from the Police Department (21130 Hacienda Boulevard) to the response destination as plotted on a GPS mapping application. Based on that information the quickest possible response time would be 8 minutes (approximately 4.5 miles). The PEIR noted: "After controlling for various sociodemographic factors, the study found that the implementation of laws allowing cultivation and business activities related to medicinal cannabis were not predictive of higher crime rates and may be related to reductions in rates of homicide and assault (Morris et al. 2014). Similarly, Kepple and Freisthler (2012) evaluated the relationship between medicinal cannabis dispensaries and crime, based on location, and found no relationship between the two. The results suggest that measures such as surveillance cameras and private security services may act as effective deterrents to crime."					
Impact PS-2: Cause a substantial adverse impact related to schools. (See PEIR pages 4.11-9 to 4.11-10.)	X				
As noted in the PEIR pp. 4.11-9 to 4.11-10 the CDFA will not license cultivation sites within 600 feet (193.5 m) of a school to reduce potential for conflicts. The nearest school is approximately 1.5 miles to the east of the project site. The cannabis operation will not significantly increase a demand for these facilities. It is projected only 50 employees will be at the site.					
Impact PS-3: Cause a substantial adverse impact related to parks or other public services. (See PEIR page 4.11-10.)					X
No substantial population growth is anticipated with this facility.					
Impact PS-4: Cause a substantial adverse impact related to fire protection services from outdoor cultivation. (See PEIR pages 4.11-10 to 4.11-11.)					
<b>NOT APPLICABLE.</b>					
Impact PS-5: Cause a substantial adverse impact related to fire protection services from indoor cultivation. (See PEIR pages 4.11-					

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11 to 4.11-13.					
NOT APPLICABLE.					
Impact PS-6: Cause a substantial adverse impact related to fire protection services from mixed-light cultivation. (See PEIR page 4.11-13.)	X				
<p>The PEIR evaluated the issue of increased fire events at cannabis facilities and indicated this was based on illegal grow facilities using inadequate electrical infrastructure. "Any time the capacity of the electrical circuit is exceeded or more current is allowed to flow across lines than they were designed to accommodate, heat is generated and fire risk increases." "Licensed operations would be anticipated to have a substantially reduced risk of fire compared to baseline conditions." The facility will comply with building, electrical, and fire codes, which would require installation of fire suppression systems, where appropriate. Response time for the Fire Department is estimated to be the same as the Google maps drive time to the area per Fire Marshall, Jeremy Kosick. Based on that information the quickest possible response time would be 8 minutes (approximately 4.5 miles).</p>					



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15. Recreation: Would the proposed activity result in impacts that differ from the impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Section 4.0.10)?					
Impact REC-1: Would the proposed activity increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated					X
The cannabis operation will not significantly increase a demand for these facilities. It is projected only 50 employees will be at the site.					
Impact REC-2: Does the proposed activity include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?					X
The cannabis operation will not significantly increase a demand for these facilities. It is projected only 50 employees will be at the site.					

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16. Transportation and Traffic: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.12)?

Impact TRA-1: Conflict with circulation plans, ordinances, or policies. (See PEIR pages 4.12-4 to 4.12-7.)					X
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This project will assist in moving the City's circulation plan forward and will not conflict with any ordinances or policies. A substantial increase in traffic is not expected. This project is estimated to increase traffic by 50 cars and 1 truck a day. The closest cross streets are Yerba Boulevard (arterial road) and Lindbergh Boulevard (collector street) within the California City General Plan. According to the California City General Plan, page 3-13, "The City shall require the completion of planned arterial and collector streets as they become necessary to serve new development or to meet cumulative traffic demands in the City." Road improvements will be engineered per California City General Plan, local City ordinances, and the Caltrans design guidelines/requirements.

Impact TRA-2: Conflict with congestion management programs. (See PEIR pages 4.12-7 to 4.12-8.)					X
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This project will not cause a conflict with congestion management programs.

Impact TRA-3: Result in a change to air traffic patterns. (See PEIR page 4.12-8.)					X
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This project will not cause a change to air traffic patterns.

Impact TRA-4: Increase hazards due to a design feature or incompatible uses. (See PEIR page 4.12-8.)					X
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There are no plans to accomplish road design changes.

Impact TRA-5: Result in effects on emergency access. (See PEIR page 4.12-8.)		X			
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There are no plans in effect to change emergency access.

Impact TRA-6: Result in effects related to public transit, bicycle, or pedestrian facilities. (See PEIR pages 4.12-8 to 4.12-9.)					X
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There currently is no public transit, bicycle, or pedestrian facilities in this area.

Impact TRA-7: Exceed, either individually or cumulatively, a level of service standard established by the county					X
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congestion management agency for designated roads or highways?					
This project has no opportunity for exceeding individually or cumulatively the level service standards.					

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<p>17. Tribal Cultural Resources: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.13)? . Would the project cause a substantial adverse change in the significance of a Tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:</p>					
Impact TCR-1: Cause a substantial adverse impact on tribal cultural resources. (See PEIR pages 4.13-8 to 4.13-9.)					X
<p>If a tribal cultural item, place, or other resource is found during excavation/construction, all work will be suspended until the area has been thoroughly examined. The City's Final Housing Element 2015-2023 discusses the importance of historical and cultural resources and how they should be handled during ground disturbance. See EIR SCH# 1987110918 the 1988-2028 Redevelopment Agency Plan Project Area.</p>					

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18: Utilities and Service Systems: Would the proposed activity result in impacts that differ from the following impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR (see PEIR Chapter 4.14)?					
Impact UTL-1: Exceed wastewater treatment requirements, result in expansion of wastewater treatment facilities, or result in a determination by the wastewater treatment provider that it has inadequate capacity to serve Proposed Program activities. (See PEIR pages 4.14-5 to 4.14-7.)					X
This project will recycle 100% of all waste water generated from farming operations.					
Impact UTL-2: Require or result in the construction of new or expanded water treatment facilities. (See PEIR pages 4.14-7 to 4.14-8.)					X
No construction or expansion of water treatment facilities will occur.					
Impact UTL-3: Require or result in the construction of new or expanded storm water facilities. (See PEIR page 4.14-8.)					X
Other than the retention basin, see HWQ-9, no significant drainage facilities are required nor expansion of existing facilities.					
Impact UTL-4: Potential to be served by a landfill with insufficient capacity. (See PEIR page 4.14-8.)					X
The impact on the existing landfill will be minimal given the size of the operation. An estimate of approximately 25 tons of solid waste (non-plant) per year is projected to go to the landfill. On average each individual in the population is anticipated to generate approximately 5 pounds of solid waste a day, approximately 0.5 tons per year. Based on that this projected waste stream would be insignificant. Plant waste will be removed by a certified/licensed cannabis waste hauler.					
Impact UTL-5: Failure to comply with existing statutes related to solid waste. (See PEIR page 4.14-9.)					X
Project will comply with all federal, state, and local statutes and regulations.					
Impact UTL-6: Have sufficient water supplies available to serve the project from existing entitlements and resources, or are					

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new or expanded entitlements needed?					X
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California City has set evaluation points for proposed cannabis projects as a continual evaluation process to determine competency in meeting proposed project water demands (pers com Craig Platt, Planning Director). The City has both a large capacity of groundwater supplies as well as an untapped supply of water from AVEK. The first evaluation point is when the proposed projects' water demands reach 100 acre feet a year (afy). The second evaluation point would be at 500 afy. Since 1 acre feet a year equals 325,851 gallons a year it is apparent this proposed project's estimated usage is so low 12 afy (4,000,000 gallons a year) as to be of no impact.



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19: Cumulative Impacts/Mandatory Findings of Significance: Would the proposed activity result in impacts that differ from the impacts identified and discussed in the CalCannabis Cultivation Licensing PEIR related to the following topics (see PEIR Chapter 6)?					
Impact CI-1: Aesthetics (See PEIR pages 6-24 to 6-25.)					X
No cumulatively significant impacts are anticipated to Aesthetics due to location and size of project.					
Impact CI-2: Agricultural and Forestry Resources (See PEIR page 6-25.)					X
No cumulatively significant impacts to agricultural resources are anticipated.					
Impact CI-4: Air Quality (See PEIR pages 6-25 to 6-27.)					X
By following all air quality regulations and rules for permitting generators, odor control equipment such as carbon filters, and requiring equipment used during construction to comply with the latest state standards (i.e. Tier 3 or 4) no significant cumulative impacts are anticipated.					
Impact CI-5: Biological Resources (See PEIR pages 6-27 to 6-30.)					X
No sensitive biological resources are present within the site. The site is heavily disturbed and observations of even common wildlife species were low during both visits to the site. There will be no cumulatively significant direct or indirect impacts to biological resources.					
Impact CI-6: Hazards, Hazardous Materials, and Human Health (See PEIR pages 6-30 to 6-32.)					X
No cumulatively significant impacts are anticipated. Cultivators will not be using pesticides or hazardous materials. Construction and operational activities are required to comply with existing laws regarding storage and use of hazardous materials. Analysis within the PEIR included a screening-level human and ecological health risk evaluation that found, for the pesticides analyzed, no significant risks to human or ecological health as a result of their use by cannabis cultivators, when used in accordance with licensing requirements and other applicable laws and regulations.					
Impact CI-7: Hydrology and Water Quality (See PEIR pages 6-32 to 6-33.)					X
No cumulatively significant impacts are anticipated to hydrology and water quality as all permitting requirements, rules, and regulations will be followed.					
Impact CI-8: Noise (See PEIR pages 6-33 to 6-34.)					X
No cumulatively significant impacts are anticipated in this area or California City as a whole due to noise issues.					
Impact CI-9: Public Services (See PEIR pages 6-34 to 6-35.)					X
No cumulatively significant impacts are anticipated to public services. This cannabis project is					

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expected to add needed tax revenue to the City which would benefit public services.					
Impact CI-10: Transportation and Traffic (See PEIR pages 6-35 to 6-36.)					X
No cumulatively significant impacts are anticipated due to traffic issues. Projects are being analyzed as to their use of the traffic system as they are proposed and implemented. Demand is still within California City's capacity to provide and projects are providing needed improvements within the City.					
Impact CI-11: Utilities and Service Systems (See PEIR page 6-36 to 6-37.)					X
No cumulatively significant impacts are anticipated due to use of utilities and service systems. Projects are being analyzed as to their use of these systems as they are proposed and implemented. Demand is still within California City's capacity to provide.					

**Mitigation Monitoring and Reporting Plan for  
EGH Holdings LLC, APN 302-271-37, Cannabis Development  
10 Acre Project Site**

Initial Study/Report/Agency Concerns	Mitigation Measure
<b>Initial Study #3 a). AIR QUALITY:</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	
Project construction will temporarily increase dust in the area.	<p>District Rule 402 (Fugitive Dust) construction activity located on a site involving 10 or more contiguous acres of disturbed surface area, earthmoving activity exceeding a daily volume of 10,000 cubic yards, or relocating more than 2,500 cubic yards per day of bulk materials at least 3 days per year requires a Fugitive Dust Emission Control Plan (Dust Plan) be submitted to the District and approved by the Air Pollution Control Officer (APCO) prior to start of construction.</p> <p>Agricultural operation sites of 10 acres or more are required to submit a Conservation Management Practice Plan (CMP Plan) to the District within 180 days IAW District Rule 402.2 (Agricultural Operations).</p> <p>If solvents are utilized as part of operations, permits will be required for the processes using them IAW District Rule 201 (Permits Required) and Rule 210.1 (New and Modified Stationary Source Review). If stationary engines rated at 50-bhp or greater are employed for construction or agricultural operations they will either need to be permitted or registered with the District.</p>
<b>Timing:</b> Prior to and during all development	
<b>Implementing Entity:</b> Developer and/or Property Owner	
<b>Monitoring Agency:</b> California City Planning Department or it's designee	
<b>HYDROLOGY AND WATER QUALITY</b>	
<p>Construction and grading will occur on-site.</p> <p>A retention basin will be constructed therefore certain steps may be required from the State Water Quality Control Board.</p>	<p>A. Permits may be required based on specific activities that may trigger permitting actions.</p> <ol style="list-style-type: none"> <li>1. National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit, Water Quality Order (WQO) 2009-0009-DWQ (obtained from State Water Board or individual permit from Lahontan Water Board).</li> <li>2. Individual projects may require a NPDES General Industrial Storm Water Permit, WQO-2014-0057-DWQ</li> <li>3. Discharge of waste to land (retention ponds) may require WDRs issued by Lahontan Water Board in compliance with the CCR, title 27, Section 20005 et seq.</li> <li>4. Designated and/or non-hazardous and a planned discharge to land may require a Report of Waste Discharge application, Form 200, to Water Board.</li> </ol>

**Mitigation Monitoring and Reporting Plan for  
EGH Holdings LLC, APN 302-271-37, Cannabis Development  
10 Acre Project Site**

Initial Study/Report/Agency Concerns	Mitigation Measure
	<p>5. Implement the cannabis policy for indoor cultivation, 17 October 2017, State Water Resources Control Board.</p> <p>B. If the development project uses the following: petroleum products, biodiesel, and other potentially hazardous chemicals in facility maintenance and equipment operation they shall develop a plan which evaluates and addresses the items listed below as a minimum.</p> <ol style="list-style-type: none"> <li>1. The quality and quantity of industrial wastewater generated and the process for how the industrial wastewater may be collected, treated, and disposed of (i.e. wastewater treatment facility, percolation pond, lined evaporation pond, etc.) and if and how protection of water quality (both surface water and ground water, if any) will be addressed.</li> <li>2. Characterize types of chemicals and potential concentrations.</li> <li>3. Address irrigation runoff and its potential to discharge to surface water, if any, percolate through the ground, and/or enter a sanitary sewer system or municipal storm water system.</li> <li>4. Incorporate "Low Impact Development Strategies" to maintain a landscape functionally equivalent to predevelopment hydrologic conditions minimize generation of non-point source pollutants. Investigate feasibility of bio-retention swales, pervious pavement, vegetated infiltration basins to treat post-construction runoff, sustain watershed processes, and maintain healthy watersheds.</li> </ol>
<b>Timing:</b> Prior to and during development and operation	
<b>Implementing Entity:</b> Developer and/or Property Owner	
<b>Monitoring Agency:</b> California City Planning Department or it's designee	

Biological Resource Assessment of  
APN 302-271-37  
California City, California

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June 19, 2017

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Humboldt State University

### **Abstract**

Development has been proposed for APN 302-271-37, California City, California. The approximately 10 acre (4 ha) study area was located north of Lindbergh Boulevard and east of Yerba Boulevard, T32S, R37E, the N1/2 of the S1/2 of the SW1/4 of the NW1/4 of Section 15, M.D.B.M. A line transect survey was conducted on 15 June 2017 to inventory biological resources. The proposed project area was characteristic of a recently cleared, highly disturbed, creosote bush (*Larrea tridentata*) scrub plant community. A total of seventeen plant species and twelve wildlife species or their sign were observed during the line transect survey. No desert tortoises (*Gopherus agassizii*) or their sign were observed during the field survey. No Mohave ground squirrels (*Xerospermophilus mohavensis*) were observed or audibly detected during the field survey. No burrowing owls (*Athene cunicularia*) or their sign were observed during the field survey. No sensitive plants, specifically, alkali mariposa lily (*Calochortus striatus*), desert cymopterus (*Cymopterus deserticola*), and Barstow woolly sunflower (*Eriophyllum mohanense*) are expected to occur within the study area due to lack of suitable habitat. Prairie falcons (*Falco mexicanus*) and other raptors may fly over the site but there are no nesting or roosting opportunities available within the study area. Migratory birds would not be expected to nest within the study area. No other state or federally listed species are expected to occur within the proposed project area. No washes were observed within or adjacent to the study area.

### **Recommended Protection Measures:**

Although desert tortoises are not expected to inhabit the site, the following desert tortoise protection measures are recommended.

All personnel working or using the site will receive an education program. Videos, brochures, books, and briefings may be used in the educational program. The education program will provide information on the natural history of the desert tortoise, its status, and protection measures to be followed during construction.

Preconstruction surveys will be conducted in work areas. Preconstruction surveys will be conducted by qualified biologists. If any desert tortoises are found during preconstruction surveys all work will cease until the desert tortoise leaves the area of its own volition or appropriate permits are obtained to relocate the animal.

A qualified biological monitor will be present during construction activities. Construction activities that take place during periods of desert tortoise inactivity or in areas not deemed suitable habitat will not be required to have biological monitors present.

Construction areas will be clearly fenced, flagged, or marked to delineate the outer boundaries and define the limit of work activities prior to the initiation of work. Construction areas include parking and equipment staging areas. If fences that exclude desert tortoises are used to delineate the work areas, a biological monitor will not be required.



All workers will inspect underneath parked vehicles prior to operating them. If a desert tortoise is found beneath a parked vehicle, the vehicle will be left parked until the desert tortoise leaves of its own volition to a safe location.

Construction activities between dusk and dawn will not be permitted in areas supporting native vegetation.

At the end of each work day, all open excavations will be backfilled or otherwise altered to prevent desert tortoise from being trapped in them. While excavations remain open, a biological monitor will check for trapped desert tortoises and other wildlife at least three times each day.

All trash and food items will be promptly contained and regularly removed from work areas to reduce the attraction of common ravens (*Corvus corax*) and other desert tortoise predators to the area.

**Significance:** This project is not expected to result in a significant adverse impact to biological resources.

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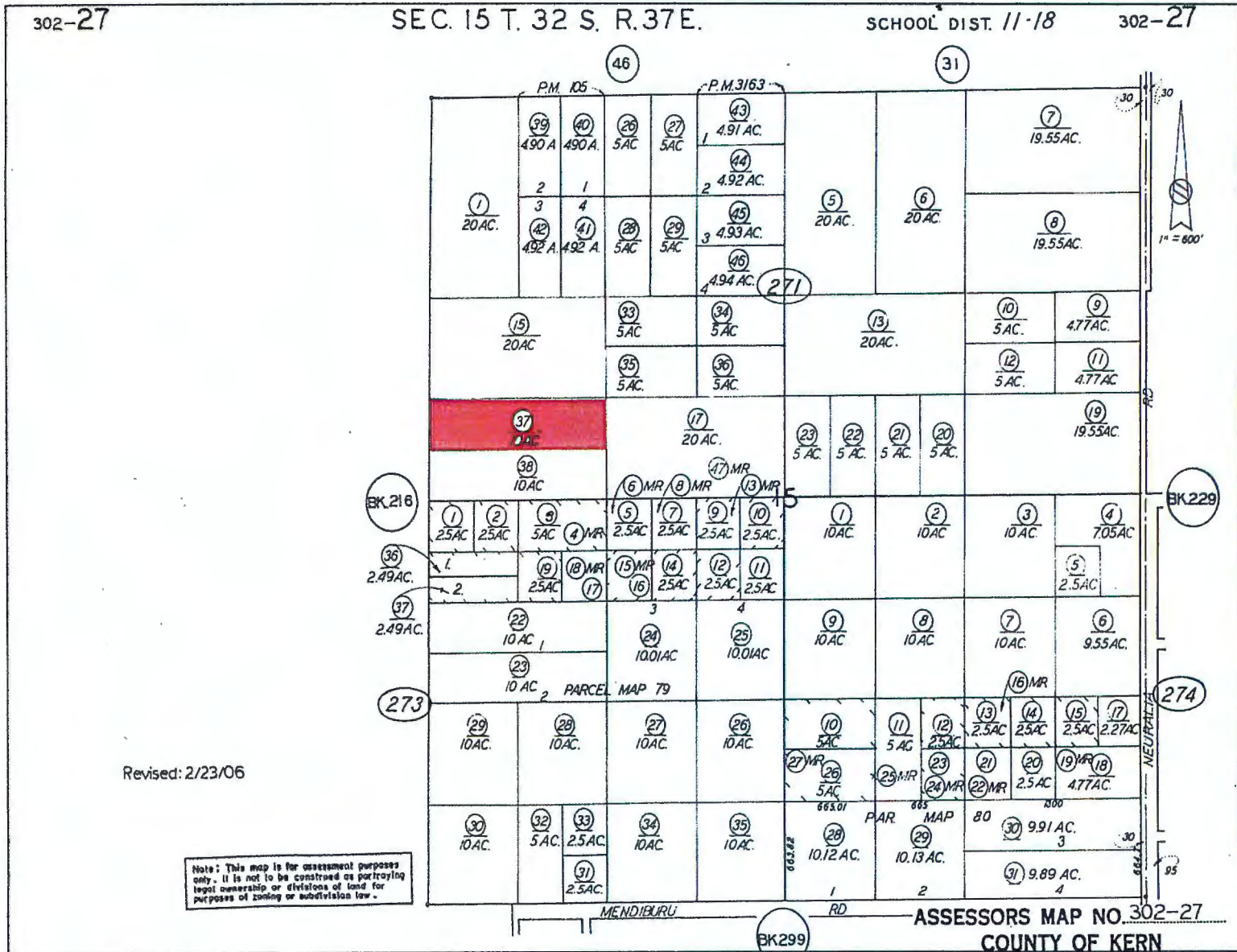
Development has been proposed for APN 302-271-37, California City, California (Figure 1). Development would include installation of access roads, utilities (water, sewer, electric, etc.), parking areas, etc. The entire area would likely be graded prior to construction activities.

An environmental analysis should be conducted prior to any development project. An assessment of biological resources is an integral part of environmental analyses (Gilbert and Dodds 1987). The purpose of this study was to provide an assessment of biological resources potentially occurring within, or utilizing the proposed project area. Specific focus was on the presence/absence of rare, threatened and endangered species of plants and wildlife. Species of concern included the desert tortoise (*Gopherus agassizii*), Mohave ground squirrel (*Xerospermophilus mohavensis*), desert kit fox (*Vulpes macrotis*), burrowing owl (*Athene cunicularia*), prairie falcon (*Falco mexicanus*), desert cymopterus (*Cymopterus deserticola*), Barstow woolly sunflower (*Eriophyllum mohanense*), and alkali mariposa lily (*Calochortus striatus*).

## Study Area

The approximately 10 acre (4 ha) study area was located north of Lindbergh Boulevard and east of Yerba Boulevard, T32S, R37E, the N1/2 of the S1/2 of the SW1/4 of the NW1/4 of Section 15, M.D.B.M. (Figure 2). Creosote bush (*Larrea tridentata*) scrub habitat occurred adjacent to the northern and eastern boundary of the study area (Figure 3). Moderately to highly disturbed creosote scrub habitat occurred adjacent to the southern boundary of the study area. Lindbergh Boulevard (dirt road) was situated about 330 feet (106 m) south of the southern boundary of the study area. Yerba Boulevard (paved road) formed the western boundary of the study area. Heavily disturbed creosote bush scrub habitat occurred west of Yerba Boulevard.

Figure 1. Approximate location of proposed project area as depicted on APN map.



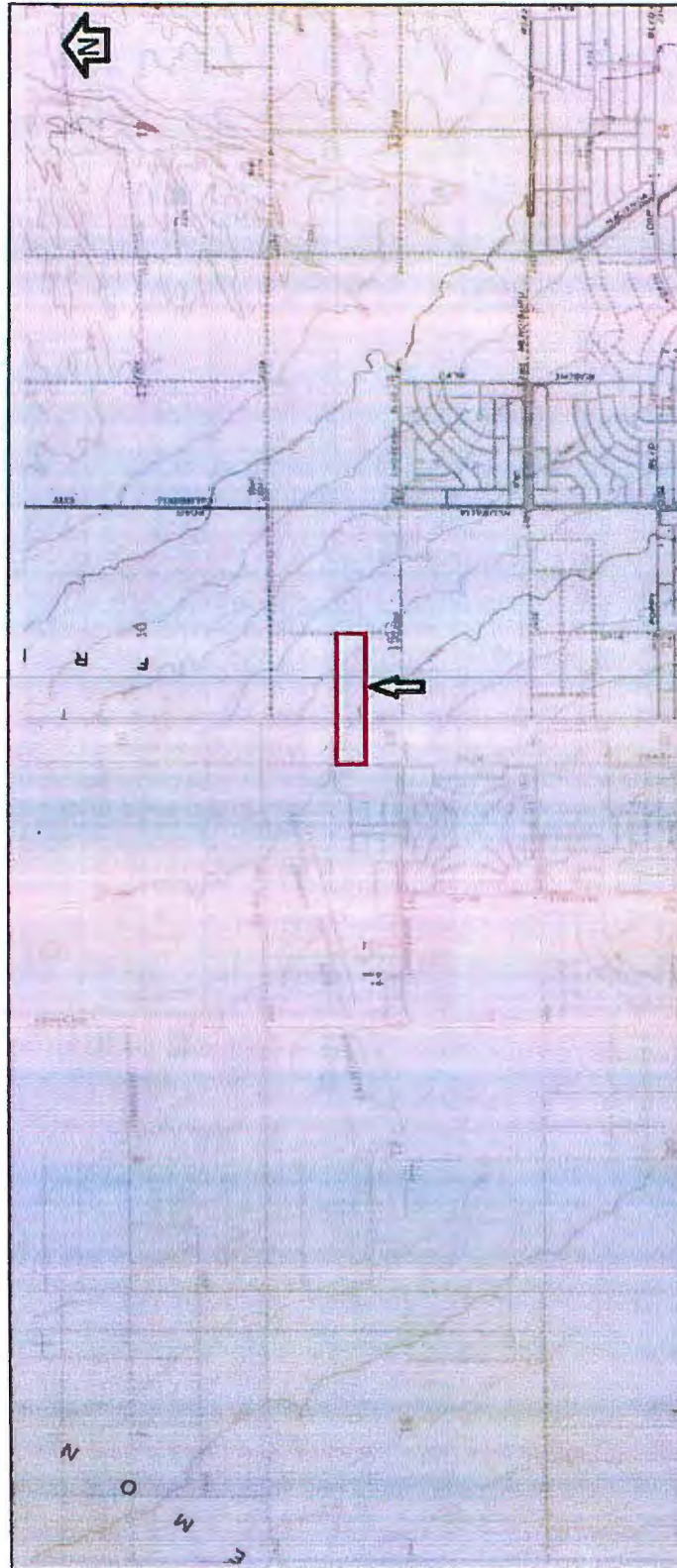


Figure 2. Approximate location of study area as depicted on excerpt from USGS Quadrangles, Mojave NE and California City North, Calif., 7.5' 1973.





Figure 3. Aerial photo showing surrounding land use, Google Earth from Kern County GIS, Tax Assessor Site, accessed June 2017.

## Methods

A line transect survey was conducted to inventory plant and wildlife species occurring within the proposed project area (Cooperrider et al. 1986, Davis 1990). Because the proposed project site had been recently cleared and grubbed a protocol desert tortoise survey was not conducted (U.S. Fish & Wildlife Service 2016). Two line transects were walked within the cleared area to look for animal remains and wildlife sign, such as tracks and scat. These line transects were walked in an east-west orientation. A single line transect was walked outside the perimeter of the project site to determine plant and wildlife species likely to have been present prior to the site having been cleared.

All observations of plant and animal species were recorded in field notes. Field guides were used to aid in the identification of plant and animal species (Arnett and Jacques 1981, Borror and White 1970, Burt and Grossenheider 1976, Gould 1981, Jaeger 1969, Knobel 1980, Robbins et al. 1983, Stark 2000). Observations were aided with the use of 10x50 binoculars. Observations of animal tracks, scat, and burrows were also utilized to determine the presence of wildlife species inhabiting the proposed project area (Cooperrider et al. 1986, Halfpenny 1986, Lowrey 2006, Murie 1974). Aerial photos and USGS topo maps were reviewed. A photograph was taken of the study area (Figure 4).

---

## Results

A total of 6 line transects were walked on 15 June 2017. Weather conditions consisted of warm temperatures (estimated 75-80 degrees F), 0% cloud cover, and a slight breeze. Sandy loam surface soil texture was observed throughout the study area. No blue line streams were found on USGS topo maps. No washes were observed within or adjacent to the study site. Topography of the study area was approximately 2,400 feet (774 m) above sea level.

The proposed project area was characteristic of a recently cleared and grubbed, highly disturbed creosote scrub (*Larrea tridentata*) habitat (Barbour and Major 1988). A total of seventeen plant species were observed during the line transect survey (Table 1). The dominant shrub species adjacent to the study area was creosote bush. Schismus (*Schismus* sp.) was the dominant annual species adjacent to the study area. No alkali mariposa lilies, Barstow woolly sunflowers, desert cymopterus or suitable habitat for these plant species were observed within or adjacent to the study area.

A total of twelve wildlife species, or their sign were observed during the line transect survey (Table 2). No desert tortoises or their sign were observed during the field survey. No burrowing owls or their sign were observed during the field survey. No bird nests were observed adjacent to the study area. No Mohave ground squirrels were observed or audibly detected during the field survey. Sheep (*Ovis* sp.) sign was observed adjacent to the study area.

The study area had been recently cleared and grubbed resulting in an area devoid of shrubs and scarified surface soil. No brush piles were observed within or adjacent to the study area. A small amount of scattered litter was observed adjacent to the study site. Off highway vehicle (OHV) tracks were observed adjacent to the study site. A new vehicle trail was created as a result of vegetation clearing. Approximately 1 acre (0.4 ha) was cleared adjacent to the southern boundary of the study area.





Figure 4. Representative photo of study site.

Table 1. List of plant species that were observed during the line transect survey of APN 302-271-37, California City, California.

<u>Common Name</u>	<u>Scientific Name</u>
Creosote bush	<i>Larrea tridentata</i>
Burrobush	<i>Ambrosia dumosa</i>
Scale broom	<i>Lepidospartum squamatum</i>
Rabbit brush	<i>Chrysothamnus nauseosis</i>
Silver cholla	<i>Opuntia echinocarpa</i>
Desert straw	<i>Stephanomeria pauciflora</i>
Spotted buckwheat	<i>Eriogonum maculatum</i>
Goldfields	<i>Lasthenia californica</i>
Davy gilia	<i>Gilia latiflora davyi</i>
Apricot mallow	<i>Sphaeralcea ambigua</i>
Turkey mullein	<i>Eremocarpus setigerus</i>
Jimson weed	<i>Datura meteloides</i>
California mustard	<i>Caulanthus lasiophyllus</i>
Fiddleneck	<i>Amsinckia tessellata</i>
Red stemmed filaree	<i>Erodium cicutarium</i>
Schismus	<i>Schismus</i> sp.
Tumble mustard	<i>Sisymbrium altissimum</i>

Table 2. List of wildlife species, or their sign, that were observed during the line transect survey of APN 302-271-37, California City, California.

<u>Common Name</u>	<u>Scientific Name</u>
Rodents	Order: Rodentia
Kangaroo rat	<i>Dipodomys</i> sp.
Rabbit	Family: Leporidae
Squirrel sp.	Family: Sciuridae
Domestic dog	<i>Canis familiaris</i>
Sheep	<i>Ovis</i> sp.
Mourning dove	<i>Zenaida macroura</i>
Common raven	<i>Corvus corax</i>
Horned lark	<i>Eremophila alpestris</i>
Harvester ants	Order: Hymenoptera
Millipede	Order: Diplopoda
Butterfly (white)	Order: Lepidoptera



## Discussion

The study area was once characteristic of a creosote bush scrub plant community (Barbour and Major 1988). It is possible that some annual species were not visible during the time the field survey was performed. Plant species observed during spring 2017 surveys of nearby properties are included as expected species (Table 3). No sensitive plant species would be expected to have occurred within the study area. Although not observed, several wildlife species would be expected to have occurred within the proposed project area (Table 3).

Human impacts in the area are expected to continue. The site is less than one mile (1.6 km) away from a route to Randsburg Open Area. OHV use has been observed in this area during surveys on nearby properties. OHV tracks were observed within the project site. Habitat in the general area will continue to become degraded and fragmented. Burrowing animals within the proposed project area are not expected to have survived the clearing and grubbing activities. More mobile species, such as lagomorphs (rabbits and hares), coyotes (*Canis latrans*), and birds are expected to survive construction activities. Development of this site will result in less cover and foraging opportunities for species occurring within and adjacent to the study area.

The desert tortoise is a state and federally listed threatened species. The proposed project area was located within the geographic range of the desert tortoise. The proposed project site was not located in critical habitat designated for the Mojave population of the desert tortoise. Based on field observations, desert tortoises are not expected to be present on site. Because desert tortoises are known to occur in the general area, included protection measures are recommended.

Burrowing owls are considered a species of special concern by the California Department of Fish and Wildlife (CDFW). No burrowing owls or their sign were observed during the field survey. No potential cover sites were observed within or adjacent to the study area. No protection measures are recommended for burrowing owls.

Many species of birds and their active nests are protected under the Migratory Bird Treaty Act. Prairie falcons and other raptors may fly over the site but would not be expected to have nested within the study area due to a lack of suitable nesting habitat. Migratory birds would not be expected to nest within the study area. No protection measures are recommended for nesting migratory birds.

The Mohave ground squirrel (MGS) is a state listed threatened species. The proposed project site was located within the geographic range of the MGS. Cover and forage for MGS appeared to be limited within and adjacent to the study area. MGS have not been documented in or near the study area (California Natural Diversity Database, 2015). Although this site was not surveyed during the spring flowering season, remnants of many annuals are easily observable later in the year. The project site had little evidence of an abundance of annual forbs. No winterfat (*Eurotia lanata*), or spiny hopsage (*Grayia spinosa*) were found adjacent to the study area. These two species are considered important forage for MGS. Dr. Leitner (2008) determined that combined densities of winterfat and spiny hopsage greater than 250 to 300 per ha (2.5 acres) are associated with occupancy of MGS. Dr. Leitner postulated based on trapping

Table 3. List of plants and wildlife species that may have occurred within the study area, APN 302-271-37, California City, California.

Plants

<u>Common Name</u>	<u>Scientific Name</u>
Peachthorn	<i>Lycium cooperi</i>
Basin sagebrush	<i>Artemisia tridentata</i>
Cotton thorn	<i>Tetradymia spinosa</i>
Russian thistle	<i>Salsola iberica</i>
Comet blazing star	<i>Mentzelia albicaulis</i>
Desert dandelion	<i>Malacothrix glabrata</i>
Desert calico	<i>Langloisia matthewsii</i>
Lacy phacelia	<i>Phacelia tanacetifolia</i>
Sun cups	<i>Camiissonia campestris</i>
Fremont pincushion	<i>Chaenactis fremontii</i>
Comb-bur	<i>Pectocarya recurvata</i>
Gilia	<i>Gilia minutiflora</i>
Small flowered poppy	<i>Eschscholtzia minutiflora</i>
Chick lupine	<i>Lupinus microcarpus</i> var. <i>horizontalis</i>
Red brome	<i>Bromus rubens</i>
Cheatgrass	<i>Bromus tectorum</i>

Wildlife

<u>Common Name</u>	<u>Scientific Name</u>
Deer mouse	<i>Peromyscus maniculatus</i>
Merriam kangaroo rat	<i>Dipodomys merriami</i>
Desert cottontail	<i>Sylvilagus auduboni</i>
Black-tailed jackrabbit	<i>Lepus californicus</i>
Coyote	<i>Canis latrans</i>
Sage thrasher	<i>Oreoscoptes montanus</i>
Northern mockingbird	<i>Mimus polyglottos</i>
Sage sparrow	<i>Amphispiza belli</i>
White crowned sparrow	<i>Zonotrichia leucophrys</i>
Western whiptail	<i>Cnemidophorus tigris</i>
Side blotched lizard	<i>Uta stansburiana</i>
Mojave rattlesnake	<i>Crotalus scutulatus</i>
Gopher snake	<i>Pituophis melanoleucus</i>
Grasshopper	Order: Orthoptera
Darkling beetle	<i>Coelocnemis californicus</i>
Ladybird beetle	<i>Hippodamia convergens</i>
Spider	Order: Araneida
Painted lady butterfly	Order: Lepidoptera

surveys in the southern portion of the MGS range that densities of < 24/ha for spiny hopsage and < 100/ha of winterfat on a site was considered poor forage and may be related to the absence of MGS. No streams or washes were noted on the study site. Absence of this habitat feature further lessens the likelihood of MGS presence on the study site or their ability to persist during long term drought conditions (Logan 2016). No wildlife corridors are expected to exist between the closest core MGS population and the project site. The farthest documented movement of MGS is 3.9 miles (Harris and Leitner 2005). The Little Dixie Wash, postulated by Dr. Leitner (2008) to be one of four core areas for MGS is located approximately 30 miles (48 km) to the northeast and the Desert Tortoise Natural Area, a recognized MGS population area, is located approximately 7 miles to the east. Neither population area is considered to have immigration into this project site or the lands adjacent to the study area. MGS reproduction appears to be tied to adequate rainfall and forage. In low rainfall years (e.g., less than 6.5 cm [2.6 in.]), they may forego breeding (MGSWG 2011), and breeding may not occur for several years during prolonged drought (Best 1995). Because of the small geographic range of the species, low rainfall can lead to reproductive failure throughout the range (MGSWG 2011, Dudek, 2012). Given the short life span of MGS, approximately 5 to 7 years, if too many years pass with less than 2.6 inches (6.6 cm) of rainfall this reproductive strategy may cause the extirpation of local populations. Rainfall measured over the last 5 years at Edwards AFB, the closest rainfall station registering data, was 2012: 1.5", 2013: 1.16", 2014: 1.75", 2015: 0.30", and as of November 2016: 0.59". Based on these factors, Mohave ground squirrels are not expected to have been present within the study area. No protection measures are recommended for Mojave ground squirrels.

No suitable habitat for alkali mariposa lily, Barstow woolly sunflower or desert cymopterus was observed adjacent to the study area. Based on the results of the field survey these species are not expected to have occurred within the study area and no protection measures are recommended. No other state or federally listed species are expected to have occurred within the proposed project area (California Department of Fish and Wildlife 2015, Smith and Berg 1988, U.S. Fish & Wildlife Service 2016).

Landscape design should incorporate the use of native plants to the maximum extent feasible. Native plants that have food and cover value to wildlife should be used in landscape design (Adams and Dove 1989). Diversity of native plants should be maximized in landscape design (Adams and Dove 1989).

#### **Recommended Protection Measures:**

Although desert tortoises are not expected, the following desert tortoise protection measures will be employed.

All personnel working or using the site will receive an education program. Videos, brochures, books, and briefings may be used in the educational program. The education program will provide information on the natural history of the desert tortoise, its status, and protection measures to be followed during construction.

Preconstruction surveys will be conducted in work areas. Preconstruction surveys will be conducted by qualified biologists. If any desert tortoises are found during preconstruction surveys all work will cease until the desert tortoise leaves the area of its own volition or appropriate permits are obtained to relocate the animal.

A qualified biological monitor will be present during construction activities. Construction activities that take place during periods of desert tortoise inactivity or in areas not deemed suitable habitat will not be required to have biological monitors present.

Construction areas will be clearly fenced, flagged, or marked to delineate the outer boundaries and define the limit of work activities prior to the initiation of work. Construction areas include parking and equipment staging areas. If fences that exclude desert tortoises are used to delineate the work areas, a biological monitor will not be required.

All workers will inspect underneath parked vehicles prior to operating them. If a desert tortoise is found beneath a parked vehicle, the vehicle will be left parked until the desert tortoise leaves of its own volition to a safe location.

Construction activities between dusk and dawn will not be permitted in areas supporting native vegetation.

At the end of each work day, all open excavations will be backfilled or otherwise altered to prevent desert tortoise from being trapped in them. While excavations remain open, a biological monitor will check for trapped desert tortoises and other wildlife at least three times each day.

All trash and food items will be promptly contained and regularly removed from work areas to reduce the attraction of common ravens (*Corvus corax*) and other desert tortoise predators to the area.

**Significance:** This project is not expected to result in a significant adverse impact to biological resources.

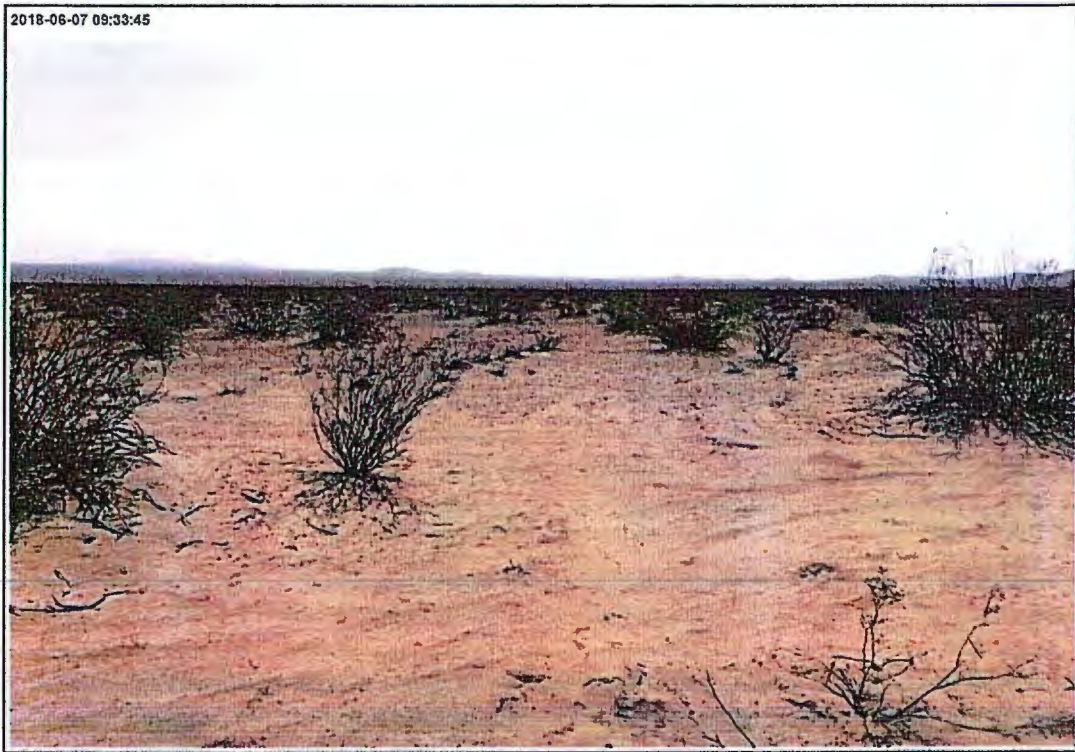
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Photographs - all Four Compass Points of Adjacent Land and the Interior of the Project Site, taken 7 June 2018.



Looking east off the project site.



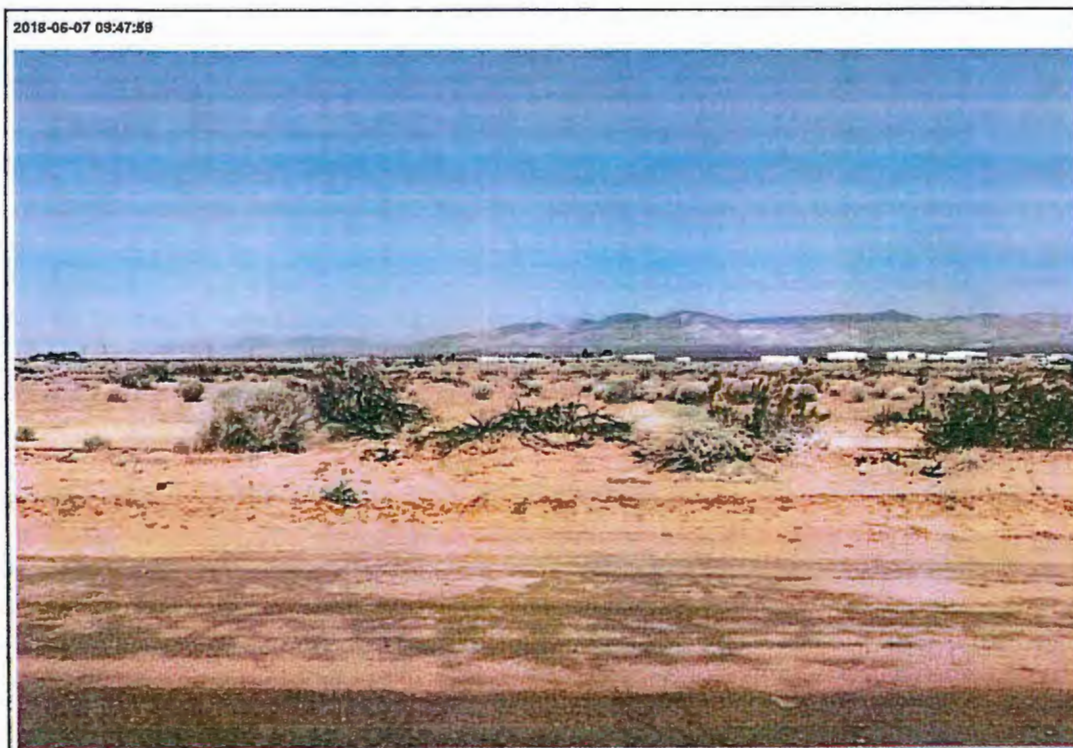
Looking south off the project site.



Photographs - all Four Compass Points of Adjacent Land and the Interior of the Project Site, taken 7 June 2018.



Looking north off the project site.



Looking west off the project site.



**ORDINANCE NO 18-766**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA  
CITY APPROVING A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF CALIFORNIA CITY AND EGH HOLDING LLC  
RELATIVE TO THE DEVELOPMENT OF A CANNABIS BUSINESS AND  
DISTRIBUTION PROJECT LOCATED NORTH OF LINDBERGH  
BOULEVARD AND EAST OF YERBA BOULEVARD BEARING APN  
302-271-37**

The City Council of the City of California City does ordain as follows:

Section 1. The City Council of the City of California City finds and determines that:

A. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied and a Mitigated Negative Declaration of Environmental Impacts has been approved and adopted for the Project

B. The development agreement is consistent with and implements the policies of the City of California City's General Plan, including the Housing Element;

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the site;

D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site;

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The City Council of the City of California City hereby approves the Development Agreement by and between the City of California City and EGH Holding LLC, Relative to the Development of a Cannabis Business and Distribution Project, attached hereto and incorporated by reference herein as Exhibit A.

Section 3. The City Council of the City of California City hereby directs the Mayor to sign the Development Agreement By and Between the City of California City and EGH

Holding LLC, Relative to the Development of a Cannabis Business and Distribution Project on behalf of the City of California City and directs the City Clerk to record said document with the Kern County Recorder.

Section 4. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

This ordinance was introduced at the City Council meeting of September 11, 2018 and adopted at the City Council meeting of September 25, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jennifer Wood, Mayor

ATTEST:

APPROVED AS TO FORM

---

Denise Hilliker, City Clerk

---

Christian Bettenhausen, City Attorney

## **PLANNING COMMISSION RESOLUTION**

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## RESOLUTION NO. PC 2018-08-21\_DA

### **A RESOLUTION OF THE CALIFORNIA CITY PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVE A DEVELOPMENT AGREEMENT WITH EGH HOLDING LLC AND A MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS FOR THE PROJECT.**

**WHEREAS**, DEVELOPER EGH Holding LLC owns the subject real property, a 10 acre parcel located in the County of Kern, State of California commonly known as 22700 Yerba Blvd, California City, 93505 ("Property"); and

**WHEREAS**, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

**WHEREAS**, the Property is located within the City's M-1, Light Industrial zoning district and subject to the land use controls identified and reference in, inter alia, the pertinent sections of the City's Municipal Code; and

**WHEREAS**, DEVELOPER intends to operate commercial cannabis operations on the Property including Manufacturing, Processing and Distributing; and

**WHEREAS**, the Planning Commission has considered public and staff input regarding this Development Agreement at a duly noticed public hearing.

**NOW, THEREFORE, BE IT RESOLVED** by the City of California City Planning Commission:

SECTION 1. Michael Ellison, principal of EGH Holding LLC, ("DEVELOPER") has requested that the CITY enter into a development agreement regarding the construction and operation of cannabis businesses and cannabis distribution in the City.

SECTION 2. The Planning Commission of the City of California City finds and determines that:

- A. The development agreement is consistent with and implements the policies of the City of California's General Plan, including the Housing Element;
- B. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the site;
- C. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;
- E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site;
- F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

ORIGINAL

SECTION 3. The Planning Commission recommends the City Council adopt an Ordinance approving Development Agreement attached hereto as Exhibit 1.

**THE FOREGOING RESOLUTION** was duly introduced and passed at a regular meeting of the City of California City Planning Commission held on the 21<sup>st</sup> day of August, 2018, by the following vote.

AYES: Hogan, Trumble, Elmes & Creighton.

NOES: None

ABSTAIN: None

ABSENT: None

Signed and approved as to form by me on this 23<sup>rd</sup> day of August, 2018.

ATTEST:

---

Planning Commission Chair



---

Planning Clerk

EXHIBIT 1 - Proposed Ordinance Approving a Development Agreement with EGH Holding LLC.

**EXHIBIT A**

**Exhibit A-** Development Agreement by and between the City of California City and EGH Holding LLC,  
Relative to the Development of a Cannabis Business and Distribution Project

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

EGH HOLDING, LLC  
9951 Mendiburu Rd.  
California City, CA 93505

Attention: Michael J. Ellison

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Execution Date"), by and between the **CITY OF CALIFORNIA CITY, a California municipal corporation ("City")** and **EGH Holding, LLC, a California Limited Liability Company ("Developer")**. City and Developer are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

**RECITALS**

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Developer currently owns and is in the process of developing a 10 acre parcel located in the County of Kern, State of California commonly known as 22700 Yerba Blvd, California City, 93505, (the "Site").
- D. Developer intends to operate and/or lease space on the Site for the operation of a cannabis manufacturing facility, a cannabis distribution facility, cannabis cultivation facilities, and office and storage space (the "Use") as depicted in the Site Plan attached hereto as Exhibit "A" and incorporated herein, and consistent with the



California Cannabis Laws and Project Approvals (known as the "Project"). All such cannabis facilities shall operate in accordance with the 2017 Senate Bill 94, the Medicinal and Adult Use of Cannabis Regulation and Safety Act ("MAUCRSA"), creating a unified regulatory structure for adult use and medical cannabis, and all regulations promulgated by the responsible state agencies to implement MAUCRSA (collectively the "California Cannabis Laws"). Prior to the operation of any cannabis facility, Developer and/or any operator on the Site shall be required to obtain use and cannabis business regulatory permits from the City and State of California for the manufacturing, distribution, and/or cultivation operations as may be applicable.

- E. Developer intends to obtain state licenses issued pursuant to MAUCRSA to operate cannabis manufacturing, distribution, and cultivation facilities at the Site.
- F. Developer applied to City for a development agreement and will subsequently need to obtain special use permits and regulatory permits for the Project. This Agreement, and the special use and regulatory permits, when and if issued by the City, shall collectively be referred to as "Project Approvals".
- G. The City adopted Ordinance No's. 201-2017 and 200-2017 (collectively, the "Enacting Ordinance") permitting Cannabis Delivery Only Dispensaries and Cannabis Businesses (as those terms are defined in the applicable city ordinances) in strict compliance with the applicable California Cannabis Laws regulating delivery only dispensaries and cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions.
- H. City and Developer have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Developer and/or any operator of a cannabis facility on the Site shall pay to the City a semi-annual fee based on the local City ordinances, which fees shall abate if and when the City adopts a citywide tax on Cannabis Delivery Only Dispensaries and Cannabis Businesses.
- I. An Initial Study and Mitigated Negative Declaration of Environmental Impacts (MND) has been prepared and duly circulated as required by the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied.
- J. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the

objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances.

- K. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Developer has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Developer that it will enjoy the development rights.
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- L. The City agrees that Developer's land use entitlements for the Project shall vest for the term of this Agreement as described below.
- M. After conducting a duly noticed hearing on August 22, 2018, the Planning Commission of the City reviewed, considered and approved the Project and recommended approval of the execution of this Agreement to the City Council. The Planning Commission found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized zoning code; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- N. After conducting a duly noticed hearing on \_\_\_\_\_, 2018, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of California City and its residents.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### AGREEMENT

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Site as shown in **Exhibit A (Site Map)**. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Kern County Recorder. The word "Developer" as previously defined and used herein shall include successor Developers, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developer will be deemed to be the agent of the other for any purpose whatsoever. City and Developer hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

3. Term. The term of this Agreement (the "Term") is five (5) years from the date the Developer begins commercial operation at the Project Site ("Operation Date"). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension – Third Party Issues. Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Project's development or the issuance of building or other development related permits (a "Development Limitation") during the Term, the Parties understand and agree that various third parties may act causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developer.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party-initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) of any third party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developer.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developer, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven (7) additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied and the Developer is in full compliance.

3.2.1. No Default by Developer. Developer shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties, arising from or related to this Agreement, if, having received notice from City of said default, or if Developer did in fact default as to this Agreement, upon notice from City, Developer did cure said Default during the period to cure provided herein to City's satisfaction.

3.2.2. Finding of Community Compatibility. The City Council shall review the operations of Developer prior to granting an extension of the Term of this Agreement, and shall make a finding that the Project, notwithstanding that the Project activities may not be in precise technical compliance with the issued regulatory permit and special use permit, continues to be compatible with surrounding land uses and is not detrimental to the public health, safety, and general welfare.

3.2.3. Mutual Agreement of Parties. This Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Developer shall have no right to engage in the Project activities at the Project Site, except as may otherwise be allowed by City ordinance, law, valid use permit or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. INTENTIONALLY OMITTED

4.2. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. "Land Use Regulations" do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.2.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.2.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.2.3. The control and abatement of nuisances;

4.2.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.2.5. The exercise of the power of eminent domain.

4.3. "Existing Land Use Regulations" means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

5. Implementation by Developer. In consideration of City's entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Developer's compliance with this Agreement, California Cannabis Laws, and the City's municipal ordinances, throughout the Term of this Agreement, Developer shall make the following improvements to the Site:

5.1. Adequate site lighting to provide for safety and security

5.2. Construction and maintenance of Drive Aisles to ensure adequate site access and fire safety

5.3. Construct buildings as shown in Exhibit A.

5.4. On and offsite utilities as required by public works

5.5. All other improvements necessary and consistent with the construction of the Project.

6. Community Participation. Developer agrees to participate in the community as a good corporate citizen and sponsor events and organizations that improve the community including, but not limited to:

6.1. California City Chamber of Commerce. Developer agrees to immediately apply for membership in the Chamber of Commerce and, if accepted, maintain an annual membership in good standing.

7. Grant of Cannabis Business Permits. Notwithstanding the permit limitations set forth in subsection (a) of Section 5-6.401 of Title 5, Chapter 6, Article 4, of the California City Municipal Code, City will issue forty (40) cannabis cultivation business permits, one (1) cannabis manufacturing business permit, and one (1) cannabis distribution business permit, to all cannabis businesses qualified under the requirements of Title 5, Chapter 6 of the California City Municipal Code and located on the Site.

8. Covenants of Developer. During the Term of this Agreement, Developer hereby covenants and agrees with the City as follows:

8.1. Implementation. Developer shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

8.2. Maintain & Operate Project. Developer and/or Developer's tenants, subtenants, partners, joint venturers, agents, successors, or assigns, shall maintain and operate the Project on the Site throughout the Term of this Agreement in accordance with the Project Approvals and all City and State laws.

8.3. Hold Harmless. Developer shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developer, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Developer under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

9. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Developer as follows:

9.1 Expeditious Services. City shall process applications and address questions and concerns raised by Developer representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon Developer's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City

shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Developer's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project's development processing, which costs shall not be excessive or otherwise unreasonable. Developer shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

9.2 Vested Rights. During the Term of this Agreement, Developer shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances and California Cannabis Laws. Parties acknowledge that neither the City nor the Developer can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Developer shall have the vested right to develop the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its business judgment, provided that Developer is in compliance with the Project Approvals.

9.3 Building Permits and Other Approvals and Permits. Subject to (a) Developer's compliance with this Agreement, the Project Approvals, the Existing Land Use Ordinances, the Building Ordinances, California Cannabis Laws, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application; the City shall process and issue to Developer and/or any cannabis business operator on the Site, promptly upon application therefore, all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

9.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances and California Cannabis Laws, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

10. Effect of Agreement.

10.1 Grant of Right. The Parties acknowledge that this Agreement grants to Developer the right and entitlement to develop the Project and use the land



pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances and California Cannabis Laws, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

10.2 Binding on City/Vested Right of Developer. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Developer has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances and California Cannabis Laws, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

10.3 Extension of Development Agreement to Additional Operations. Developer anticipates future expansion of the operations which are the subject of the Agreement to additional locations in the City. Should Developer acquire property rights to another site, obtain all required use permits and regulatory permits necessary to commence operations at an additional site controlled by Developer or a subsidiary company of Developer, and request in writing the extension of this Agreement to Developer's additional or relocated site of operations, this Agreement shall apply to and fully vest in, the additional site upon adoption of a formal resolution of the City Council acknowledging such expansion of the site of operations subject to this Agreement and clearly identifying the Developer's new or additional property to be subject to this Agreement, without need for formal amendment of this Agreement by ordinance. Developer and City are not required to include the new site of operations in this Agreement, and may choose to enter into a new and separate development agreement for the site of any additional Developer operations.

10.4 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

10.4.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Developer agrees and understands that the City

does not have authority or jurisdiction over another public agency's authority to grant a moratorium or to impose any other limitation that may affect the Project.

11. Specific Criteria Applicable to Development of the Project.

11.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 11.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Developer shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Developer shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Developer shall be those in effect at the time building permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

11.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Developer in Developer's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement.

11.2.1 Notwithstanding Section 11.2, any such changes to applicable ordinances must be as limited as possible to address only the specific dangerous condition, and cannot result in a discontinuation of the Project at the Project site. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project. However, the application of such Operating Standards may not be imposed so as to result in a discontinuance of the Use or Developer's inability to continue using the Property per the project description as approved in the Project Approvals.

11.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Developer shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Developer may notify City in writing of its desire to be

subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

12. Permitted Delays; Supersedure by Subsequent Laws.

12.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, actual enforcement of conflicting provisions of the Constitution or laws of the United States of America, or enactment of conflicting provisions of the Constitution or laws of the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Developer, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

12.2 Supersedure of Subsequent Laws or Judicial Action. The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 3.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

13. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developer. To the extent allowable by law, the Developer shall retain a certain degree of flexibility as provided herein with

respect to all matters, items and provisions covered in general under this Agreement. When and if the Developer finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any operating Memoranda hereunder without further City Council action.

14. CEQA. An Initial Study and Mitigated Negative Declaration of Environmental Impacts (MND) has been prepared and duly circulated as required by the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied.

15. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

16. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site.

16.1 Notwithstanding the foregoing, this Agreement, and all Project Approvals, are specific to the Developer at the Site. In the event the Use ceases, or Developer, or its successors, no longer have the legal right to occupy the Site, this Agreement shall terminate.

16.2 This Agreement will apply to future relocation or expansion of the cannabis uses and operations, as set forth in section 10.3 above.

16.3 Developer, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign,

convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent may not be unreasonably withheld. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent, which consent shall not be unreasonably withheld. For avoidance of doubt, this provision is not intended to require Developer to obtain any consent to an assignment to allow Developer to enter into any leases or other agreements for the operation of cannabis businesses on the Site in accordance with the terms of this Agreement.

17. Review for Compliance; Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review of this Agreement, on or before the anniversary of the date of execution, in order to ascertain Developer's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Developer shall be deemed to be in full compliance with the Agreement.

18. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

18.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

18.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS] ), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

**If to City:** City of California City  
California City CA  
Attention: City Manager

With copy to: Jones & Mayer, City Attorney

**If to Developer:**

EGH HOLDING, LLC  
9951 Mendiburu Rd.  
California City, CA 93505  
Attention: Michael J. Ellison

With copy to: Rick Aljabi, Esq.  
Law Offices of Rick Aljabi, APLC  
2221 Camino Del Rio S., Ste. 207  
San Diego, CA 92108

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

20. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developer shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developer's rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Developer that specifies the nature of such default. If such default is not cured by Developer within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Developer fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Developer's rights under this Agreement. Default by any Assignee or Developer's successor in interest shall affect only that portion of the Site owned by such Assignee or successor and shall not cancel or diminish in any way Developer's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Developer against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

21. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

22. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

25. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.



26. Authority to Execute. All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

27. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Developer so requesting, execute, acknowledge and deliver to Developer a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of Developer hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Developer's written request, City shall issue a certificate of performance evidencing completion of any of Developer's obligation(s) under this Agreement.

28. Encumbrances on Real Property.

28.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Developer and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

28.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developer may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

28.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a

Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

28.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 28.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Developer or other affirmative covenants of Developer hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Developer is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

28.5 Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Developer under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Developer of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

29. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

30. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Kern County, California.

31. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

32. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be

enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during Development of the Site or any portion thereof. From and after recordation of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

33. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

34. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

35. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

36. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

37. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

38. Jointly Drafted. It is agreed among the parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

39. Independent Legal Counsel. Each party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the

negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

40. Further Cooperation. The parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

41. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the Execution Date.

**"CITY"**

CITY OF CALIFORNIA CITY, CA  
a California Municipal Corporation

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_

Mayor

Attest:

By: \_\_\_\_\_

City Clerk

*Approved as to form:*

Jones & Mayer

By: \_\_\_\_\_

City Attorney

"DEVELOPER"

EGH Holding, LLC

By: \_\_\_\_\_  
MICHAEL ELLISON, Manager

Date: \_\_\_\_\_, 2018

Approved as to form:

By: \_\_\_\_\_  
Attorney for Developer

EXHIBIT A  
SITE MAP



[illegible]

STATE OF CALIFORNIA       }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA       }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary



# CITY COUNCIL

September 11, 2018

**TO: Mayor and City Council**

**FROM: Craig C Platt Public Works Director**

**SUBJECT: Maintenance Worker II California City Housing Corporation/Public Works Facilities and Grounds**

.....  
**BACKGROUND**

The part time maintenance person that completed maintenance and repairs and was also the contracted landscaper contract ended June 30, 2018. Management recommends that due to the age and condition of the apartments and appliances, and on-going general maintenance we have found that a more permanent position is required. This position will cover the needs of Desert Jade and the Legends; if there isn't a need at the time, the employee will be assigned to the Public Works Facilities and Grounds Department. This position has been approved by the Housing Corporation.

- The current budget in the Housing Corporation for repairs and improvements are \$44,000
- The annual cost for a Maintenance Worker II range from \$57,168 to \$62,784 depending on Step.

**RECOMMENDATION**

Management is requesting that a position be approved for a Maintenance Worker II. This position will cover the needs of the Housing Corporation and be paid in accordance of work completed. We are recruiting a maintenance person that will also have specific skills to lessen the need for repairs to be outsourced.

**FISCAL IMPACT**

Annual costs range from \$57,168 - \$62,784 and will be determined by hours spent between each department.

**ENVIRONMENTAL ACTION**

NONE

**ATTACHMENTS**

Maintenance Worker II Job Description  
Staff Report California City Housing Corporation

## **CITY OF CALIFORNIA CITY**

### **JOB DESCRIPTION**

Maintenance Worker II  
Control Number: 0322-18

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#### **EMPLOYMENT**

**CLASSIFICATION:** Classified

**DEPARTMENT:** All City Departments

**REPORTS TO:** Departmental Supervisors, Leads, Etc

#### **PURPOSE/OBJECTIVE OF JOB:**

This is the journey level classification in the Maintenance Worker series and is distinguished from the Maintenance Worker I level by the performance of the full range of duties as assigned with only minimal instruction or assistance. Incumbents work independently, seeking assistance only as new or unusual situations arise. Assignment specialties may include carpentry, plumbing, appliance repairs or replacement, painting and cleaning of city housing units, concrete work, street maintenance, water systems, sewer and storm water systems, traffic signals, or tree and landscape maintenance work. Actual responsibilities will vary according to assignment. Work may be performed under supervision, independently or with the assistance of helpers.

**LEVEL OF SUPERVISION REQUIRED:** Moderate.

**SUPERVISORY RESPONSIBILITIES:** May provide lead direction and training for subordinate employees

#### **EXAMPLES OF DUTIES:**

1. Performs and assists in semi-skilled construction, maintenance and repair work; may perform general construction and street maintenance repair work.
2. Operates and maintains construction and maintenance equipment for a variety of construction and maintenance operations involving public facilities, streets, sidewalks, gutters, and storm drains; operates and maintains a variety of other equipment and tools including compressors or pneumatic tools.
3. Installs signs, traffic cones and barricades.
4. Performs rough and finished carpentry.
5. Performs skilled electrical repair and maintenance work related to public buildings, traffic signals, water systems, waste and storm water systems, and other public facilities or operations.
6. Paints building surfaces, furniture, fixtures, signs, traffic control lines, etc.
7. Installs and repairs plumbing fixtures.



8. Operates and maintains a variety of water systems, waste and storm water systems pumps; cleans, excavates and/or repairs water system pipes, waste and storm water systems pipes.
9. Removes, forms, pours and finishes concrete.
10. Maintains sprinkler and irrigation systems and equipment.
11. Prunes and maintains trees and landscaped areas.
12. Maintains supplies, work records and logs.
13. Reads and interprets blueprints, specifications, maps and drawings.
14. Drives and operates heavy trucks and specialized vehicular equipment.
15. May provide lead direction and training for subordinate employees.
16. Performs carpentry, cabinet work, painting, plumbing, electrical, appliance repair or replacement, sprinkler system repairs, and minor HVAC repairs and maintenance for City Senior Housing Facilities.
17. Must be able to successfully pass a pre-employment drug screening, pre-employment physical and criminal background verification.

## **EMPLOYMENT STANDARDS:**

### **Education/Experience:**

Any combination equivalent to education and experience likely to provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

**Education:** Graduation from high school or GED.

**Experience:** One year of semi-skilled public works, facilities or equipment maintenance or construction trades experience.

### **Knowledge:**

Knowledge of modern practices, procedures, equipment and tools used in semi-skilled trade work and in related construction and maintenance; safe work practices and procedures.

### **Ability:**

Ability to perform a variety of semi-skilled construction, maintenance and repair related work including carpentry, painting, plumbing, electrical and concrete work, tree and landscape maintenance, traffic painting, water systems and waste and storm water systems; operate heavy trucks, specialized vehicular equipment, and other related tools and equipment; read and interpret blueprints, maps and drawings; use spray equipment and restricted chemicals; maintain accurate records; communicate effectively; establish and maintain effective working relationships with employees and the general public; provide lead direction and training to subordinate employees.

### **Special Requirements:**

Willingness and ability to respond to after-hours emergency calls as required.

**Other Requirements:**

Possession of a valid California Driver's License and satisfactory driving record as a condition of initial and continued employment.

Employees assigned to the Public Works Department: Possession of a valid Class B State of California driver's license (Class A preferred) (or the ability to obtain within twelve months of appointment) and a satisfactory driving record as conditions of initial and continued employment.

Employees assigned to the Water Department: Possession of a D1 or II Water Distribution license or (the ability to obtain within 18 months of appointment.

Employees assigned to the Facility and Grounds Department: Possession of a valid Class C State of California driver's license and a satisfactory driving record as conditions of initial and continued employment.

**ESSENTIAL PHYSICAL REQUIREMENTS:**

Ability to: Perform one or more of the following functions simultaneously: reach, turn, walk from one location to another, handle, read, write, speak clearly and correctly, sit, stand, walk, crouch, hear, climb, stoop, kneel. Visual acuity (near-under 20 inches, far-over 20 feet).

**ENVIRONMENTAL CONDITIONS TO WHICH EXPOSED:**

Noise intensity levels; moderate to occasionally severe.

Must wear safety goggles when dealing with hazardous conditions.

Working under mechanical hazards: Continuous

Employee is required to wear hardhat when on construction sites.

Working around fumes/odors: Continuous

Working around other hazardous conditions: Frequent

Employee is required to wear safety shoes.

May be exposed to chemicals, gas, and other toxins.

Work outside in all kinds of weather conditions.

**ADA/EEOC Job Description 2017**

1	17.13	1370.40	2969.20
2	17.99	1438.92	3117.66
3	18.89	1510.87	3273.54
4	19.83	1586.41	3437.22
5	20.82	1665.73	3609.08
6	21.86	1749.02	3789.54

STAFF REPORT  
California City Housing Corporation  
Meeting Date: March 13, 2018

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To: Housing Board

From: Amy Hurtado

Subject: Maintenance Worker II

**Background:** Currently we have a part time maintenance person that completes tasks when he is available. He is also our contracted landscaper and the previous agreement was handyman services as needed. Management has discovered that due to the age of the apartments and appliances, and on-going general maintenance we have found that a more permanent position is needed. This position will cover the need of Desert Jade and the Legends; if there isn't a need at the time, employee will be assigned to Public Works.

**Recommendation:** Management is requesting that a position be approved for a Maintenance Worker II. This position will cover the need of both locations and be paid in accordance of work completed at the locations. We are attempting to find a maintenance person that will also have general skills to lessen the need for specialist if capable.

**Fiscal impact:** Wage of employee to be determined by hours spent at each location. See attached job description and pay scale.

**Environmental Impact:** None

Submitted: Amy Hurtado



CITY COUNCIL  
September 11, 2018

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**To:** Mayor and Council

**From:** Police Chief Hurtado

**Subject:** Purchase Transport Van

**Background:** The City California City Police Department arrests on the average of 800-950 people each year. There has been a growing number of times that there are multiple prisoners that are required to be transported to a Kern County Sheriff's Jail facility.

We currently have a temporary holding facility where we can hold prisoners for an extended period of time. But, we are only able to house healthy prisoners and those that are not violent or suicidal.

Over the past year there have been times when the use of a transport van would have been preferred over the transport in a patrol car. Prisoners are often placed into restraints when they are on drugs or resisting arrest. A newer method of transporting these types of prisoners are the use of Restraint Chairs. These chairs would insure the safety of the prisoner and the transport officer's safety and would prevent prisoners from kicking-out patrol vehicle windows.

The van would later be equipped to hold different types of prisoners so that more prisoners can be held in the van than the usual (2) two prisoners. In looking at the increase call volume for the police department, it has come time for our agency to purchase a multi-prisoner transport vehicle.

The purchase of this van was included in the 2017-2018 Budget. Staff is currently seeking companies to outfit the vehicle with the transport module – the companies that would do the retro-fit will not bid the cost until we have a vehicle ready to turn over for the work. The purchase of the module that would be installed in the van will be brought back to council once we receive the van.

Staff sent out requests from three dealerships that commonly used by the City. Kieffe and Sons Ford, Burke Ford, Wonderies Auto Group.

The request was for a 4-year lease with a \$1.00 purchase option at end-of-lease. The quotes that were returned are as follows:

Kieffe and Sons Ford - \$8,654.85 @ 4 years

Burke Ford - \$8,128.91 @ 4 years

Wonderies Auto Group - WITHDREW

**Recommendation:** Allow staff to lease a prisoner transport van from the lowest bidder, Burke Ford, enter lease agreement for 4-year lease in the amount of \$8,128.91.

**NB 2.**

Authorize City Manager to sign the 4-year lease agreement for \$8,128.91 with the option to purchase the van at the end of the lease for \$1.00.

**Fiscal Impact:**

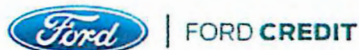
\$8,128.91 from Police Fund 18-4212-740. Three (3) additional annual payments in subsequent years from Fund 18-4212-810 Loan Payments.

*The finance director has reviewed the staff report and finds the recommendations to be within the budget constraints of the program.*

**Environmental impact:** None

**Submitted:** Chief Hurtado

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Municipal Finance Department  
1 American Road, MD 7500  
Dearborn, Michigan 48126

August 28, 2018

Daniel Smith  
Jim Burke Ford  
DSMITH@BURKEAUTO.COM

RE: **City of California City, CA, Quote #91662**

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price
1	2019 Ford Transit	\$28,839.00

Total Amount Financed*	Number of	Payment Timing	APR	Payment Factor	Payment Amount
\$29,384.00	4	Annual in Advance	7.20%	0.276644	\$8,128.91

\*\$545.00 underwriting fee included

**EXPIRATION DATE: 10/27/2018**

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

**Ford Credit Municipal Finance Program**

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- At term end, the municipality buys the equipment for \$1.

Thank you for allowing Ford Credit Municipal Finance the opportunity to provide this quotation. If you have any questions regarding the option presented, need additional options, or would like to proceed with the approval process, please contact me at (800) 241-4199, option 1.

Sincerely,

*Jessica Gunn*

Jessica Gunn  
Marketing Coordinator  
jgunn26@ford.com



Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.





FORD CREDIT

Municipal Finance Department  
1 American Road, MD 7500  
Dearborn, Michigan 48126

August 23, 2018

Bill Willingham  
Kieffe and Sons Ford  
wowillingham46@yahoo.com

RE: **City of California City, CA, Quote #91640**

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price
1	2018 Ford Transit	\$30,948.01

Total Amount Financed*	Number of	Payment Timing	APR	Payment Factor	Payment Amount
\$31,493.01	4	Annual in Advance	6.70%	0.274818	\$8,654.85

\*\$545.00 underwriting fee included

**EXPIRATION DATE:** 10/22/2018

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

**Ford Credit Municipal Finance Program**

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- At term end, the municipality buys the equipment for \$1.

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Sincerely,

*Jessica Gunn*

Jessica Gunn  
Marketing Coordinator  
jgunn26@ford.com



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# CITY COUNCIL

September 11, 2018

**TO:** Mayor and City Council

**FROM:** Cynthia Foster, Budget Analyst

**SUBJECT:** Contract Caselle for Financial Services

## **BACKGROUND:**

Our software vendor Caselle offers audit preparation and financial services for customers. The City has contracted with Caselle in prior fiscal years to support the finance team with bank reconciliation's. Due to limited staffing resources in our finance department, we are requesting additional support from Caselle again this year.

Caselle financial service team will be able to assist finance in the following areas:

- Monthly bank reconciliation's including prior period review as needed for the upcoming audit.
- Ensure all Caselle modules are reconciled to the General Ledger as of 6/30/2018, and through December 2018.
- Assist with data extraction and reporting for the annual audit FYE 2018

If approved, bringing Caselle onboard will allow for the finance team to produce financial reports in a timely manner and focus on the 70+ audit schedules which will need to be prepared between now and December 2018.

## **RECOMMENDATION**

City staff recommend that City Council approve the contract with the Caselle to perform financial services as outlined in the attached document

## **FISCAL IMPACT:**

The cost for this service through December will be @ \$1,200 per month. We will be charged a flat rate of \$1,200 for any work needed on months prior to May. Total estimated cost is \$9,600 through December 2018. (Fund 10-4141-310) Professional Services

## **ENVIRONMENTAL ACTION:** None

*The Interim Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.*

## Proposal for Services

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# CASELLE®

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Prepared for

## City of California City, California

Prepared by

**CASELLE®**

1656 S East Bay Blvd, Ste. 100

Provo, UT 84606

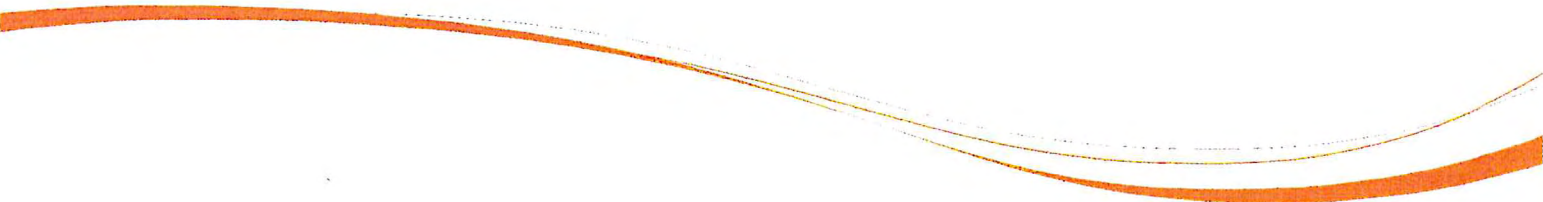
Tel: (800) 228-9851

Fax: (801) 850-5001

[www.caselle.com](http://www.caselle.com)

Submitted on

August 27, 2018



## Statement of Confidentiality & Non-Disclosure

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BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.



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## Executive Summary

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Caselle, Inc. is pleased to present the City of California City, California with this proposal for services. We understand the issues that the City of California City is faced with and recognize the unique opportunity to offer assistance.

Having carefully examined the City of California City's requirements, we are confident that our proposed services will effectively address those needs. Our goal is to provide accurate accounting services for General Ledger and the reconciliation to subsystems on contract and to save the City of California City hours of labor and buckets of stress. The City of California City will

- Benefit from the expertise of Caselle's technicians, both in using the software and performing tasks for General Ledger functions.
- Benefit from the confirmation and validation of accurate and supportable information that will be retrievable and reportable from the Caselle General Ledger application on site at the City of California City.

## Proposed Services

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### Deliverables

In the course of this contract, Caselle will deliver the following:

#### General Ledger Functions

- Pull a copy of the Caselle databases using the CIMS File Exchange function or work through remote access to the California City server
- Reconcile bank accounts on a monthly basis; including recording intergovernmental transfers from county and state for property tax and sales tax as well as miscellaneous receipts and disbursements
- Print to PDF the Bank Reconciliation reports, Detail Ledger, Journals, and Financial Statement
- Return to City of California City the General Ledger database if changes were made while it resided on Caselle's server - unless remote access allowed for the real-time update of the data - and return the report pdf files using the CIMS File Exchange function or email

#### Additional Reconciliation Functions

- Reconcile the following subsystems to the General Ledger: Accounts Payable, Accounts Receivable, Payroll, Utility Management, and Cash Receipting by balancing reports from the subsystems to associated accounts in the General Ledger.
- Review subsystems to ensure transactions are posted correctly to accounts; including making additional journal entries to correct any additional issues that may be discovered during the review.
- Perform the closing routine at the end of the month; including closing the period to prevent or restrict access.



### Periodic Processes

- Data file cleanup. Balancing prior period bank reconciliations and journalizing correcting entries in prior periods or years. Reviewing and preparing data and reports for the annual audit.
- Assist with the budgeting process; including entering budget entries, modifying budget entries, creating budgets, and analyzing budgets.
- Perform analysis of records in the Caselle databases to discover duplicate vendors or inactive accounts and recommend when transaction archiving can improve processing speeds.

## Cost Requirements

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The proposed contract for City of California City, California includes services for General Ledger and the reconciliation of bank statements and for balancing subsystems to balances in the General Ledger.

- ☐ Nine months of General Ledger paid on a monthly basis at \$1,200 per month

Services may continue for additional months at the City of California City's option. Optional adjustments up or down of the rate after twelve months would be made if needed based upon hours of work recorded by Caselle technicians in the first eleven months of service.

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## City of California City, California Team

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This project will be overseen by Brian Wilkins, VP Finance, MBA. He will be accountable for all aspects of this agreement

General Ledger team leader Kimberly Olsen, MAAC CPA

General Ledger team member Fransisco Carreno Tovar, BS

## Policy for Review

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City of California City, California agrees to review transactions and reports at the end of each General Ledger period to verify that the terms and conditions of the service proposal are fulfilled. Following the end of these verifications and after the closing of the GL periods any hours spent on changes, corrections, or updates that need to be made to data in closed GL periods will be calculated and billed as an additional service fee.

Caselle will provide all services herein by transfer of data between City of California City and Caselle and/or by remotely accessing the computer system for City of California City and working in concert with their personnel to allow them to participate, observe, and learn about the application software and the operations and procedures in a training experience to the extent possible. This data procedure will allow checks, reports, and other work products to be printed in the City of California City's administration office.

## Statement of Authorization

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The signatures below indicate each party's acceptance of the terms and objectives stated in this proposal. This proposal is executed by its duly authorized representative.

### City of California City, California

Signature: \_\_\_\_\_

Name: Bob Stockwell

Title: City Manager

Date: \_\_\_\_\_

### Caselle, Inc.

Signature: \_\_\_\_\_

Name: Brian Wilkins

Title: VP Finance

Date: \_\_\_\_\_

## CITY COUNCIL

September 11, 2018

**TO: Mayor and City Council**  
**FROM: David Goodell, Fire Chief**  
**SUBJECT: Reserve Engine Lease**

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### **BACKGROUND:**

With the final failure of the KME fire engine we find ourselves with a single fire engine which is the recently refurbished 19—Seagrave. We have been examining any possibilities of obtaining a loaner engine that could serve as a backup while we go through the 7-8-month process of designing and constructing a front-line engine to take the place of the KME.

We have not been successful with finding a loaner and have been working with the local Seagrave representative to find an adequate used engine that we could lease for the time needed to get delivery on a new engine. Southern California Fleet Services is proposing a Type 1, *certified pre-owned* fire engine from to ensure uninterrupted and appropriate protection responses for the time needed to obtain a new engine.

The reserve engine's functional components and capabilities follow: 1992 "J" Cab Seagrave Engine, 1250 GPM pump, 750-gallon water tank, Seagrave stainless steel body, 7-person cab, 6.5 KW generator, Detroit 6V92T 350 HP engine, and an Allison HTB741 transmission.

The rough estimate Refundable security fee of \$2,600.00. \$4,600.00 in delivery costs. \$2,600.00 per month lease fee. Lease term predicated on the delivery and in-service date (+/- 5/1/19) of a new Seagrave fire engine. Estimated total "lease" costs are \$22,800.00.

### **RECOMMENDATION:**

Authorize the City Manager to negotiate and execute a short-term lease with Southern California Fleet Services for the above described Engine for a total of \$22,800.00 in a form approved by the City Attorney.

### **FISCAL AND ENVIRONMENTAL IMPACT:**

There are sufficient funds remaining in the lease payments scheduled and budgeted for the KME engine account to meet the propose lease payments.

